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ABSTRACT

This report analyses approaches to training of workers developed by parties to collective bargaining agreements. The Bureau of Labor Statistics examined 1823 major collective bargaining agreements each covering 1,000 workers or more. Fewer than 20% (344) of the agreements contained training and retraining provisions. Training clauses (provisions) were concentrated in six industries: transportation equipment, communications, machinery (except electrical), primary metals, utilities, and food industries. Three unions in particular were parties to significant numbers of negotiated training and retraining provisions: the Steelworkers (27), Auto Workers (40), and the Brotherhood of Electrical Workers (27). About 25% of the provisions (86 of 344) involved firms that employed 5,000 workers or more. A classification of agreements into groups by employment size indicated that the incidence of training provisions increased with the size of the bargaining unit. The nature and methods of training and the administration of provisions are also discussed. (Appendixes include selected training and retraining provisions; union sponsored programs in the maritime industry; and an indentificatcn of clauses.) (PT)

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MAJOR COLLECTIVE BARGAINING AGREEMENTS

TRAINING AND RETRAINING PROVISIONS

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Bulletin No. 1425-7

UNITED STATES DEPARTMENT OF LABOR
BUREAU OF LABOR STATISTICS

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Bulletin No. 1425-7

March 1969

UNITED STATES DEPARTMENT OF LABOR

BUREAU OF LABOR STATISTICS

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Preface

This bulletin is one in a series of studies prepared by the Bureau of Labor Statistics that are designed to survey the entire scope of the collective bargaining agreement. The subjects covered by the published reports in the series are listed on the last page of this bulletin.

This report analyzes the approaches to training of workers developed by the parties to collective bargaining agreements. It emphasizes the fact that training, like any matter subject to collective bargaining, can be tailored to a particular situation. In so doing, this training also can assist in maintaining or improving productivity and help achieve an important union goal—security of employment.

Like the earlier reports, this one is based on virtually all major collective bargaining agreements in the United States. It, therefore, does not reflect practices in collective bargaining situations that affect smaller numbers of workers. All of the agreements used are a part of the current file maintained by the Bureau for public and government use, in accordance with Section 211 of the Labor Management Relations Act of 1947.

The clauses quoted in this report and identified in an appendix are not intended as model or recommended clauses. The classification and interpretation of clauses reflect our understanding as outsiders, not necessarily that of the parties who negotiated them.

This bulletin was prepared in the Office of Wages and Industrial Relations by Leon E. Lunden, assisted by Winston L. Tillery and Homer R. Kemp, Jr., of the Division of Industrial Relations.

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Major Collective Bargaining Agreements—

Training and Retraining Provisions

Chapter I. Introduction

For many years, management has conducted training programs for its employees in an effort to develop a labor force that would be responsive to current employment needs and to rapidly changing technological requirements. Training has grown increasingly important to the employer, as the number and variety of machines and processes have proliferated and placed new pressures on his ability to remain competitive. Often viewing these activities as an essential management function and as part of their operations, many employers have sponsored training on the job and provided tuition aid for job-related schooling.

Inevitably, industry's training programs have reached the bargaining table because of the stake that workers have in such education. To the participating employees, training opportunities represent a method of enhancing job security and a means of raising earnings potential. For those workers not in training status, on-the-job schooling can pose a threat to a full week's work or an end to coveted overtime, since a successful program will make available during scheduled hours of work the skills that are in short supply. Also, training programs may create a skilled manpower pool that the nontrainee may see as a threat to future promotions.

To varying degrees, negotiated training provisions in collective agreements take into account both management and worker interests. They may outline the boundaries of the employer's right to establish and administer the program; fix rules to govern the selection, number, and payment of trainees; protect employees in nontraining status from displacement; and guarantee jobs upon the completion of training.

In the context of an economic situation characterized by the paradox of unemployment co-existing with skill shortages, company-sponsored training governed by collective bargaining agreements take on a new perspective. It becomes one of an array of economic and social tools designed to place people in available jobs. It is a traditional tool, however, in the sense that, in part, it sustains the long-held principle of promotion from within. Company-sponsored training, as a rule, shifts the trained employed worker upward and brings in the unemployed to fill the vacated position; it also may prevent layoffs by upgrading workers' skills to meet changing manpower demands.

The analysis in this report is confined to training and retraining provisions. It excludes apprenticeship clauses and short-term familiarization training. The former will be covered in a separate study; the latter is less a formal training program than a process by which a transferred or promoted worker is acquainted or reacquainted with a machine or process.

Related Studies

Training and retraining provisions represent only one of several kinds of job security clauses in the collective bargaining agreements. Other provision studies, already published by the Bureau, which are relevant to job security, include those on severance pay and layoff benefit plans, [1] supplemental unemployment benefit plans and wage-employment guarantees, [2] and management rights and union-management cooperation. [3] Future studies will deal with interplant transfers, relocation allowances, plant movement provisions, and layoff procedures, and promotion and transfer provisions.

Scope of Study

For this study, the Bureau examined 1,823 major collective bargaining agreements, each covering 1,000 workers or more. These

---

1 Major Collective Bargaining Agreements: Severance Pay and Layoff Benefit Plans (BLS Bulletin 1425-2, 1965).

2 Major Collective Bargaining Agreements: Supplementary Benefit Plans and Wage-Employment Guarantees (BLS Bulletin 1425-3, 1965).

3 Major Collective Bargaining Agreements: Management Rights and Union-Management Cooperation (BLS Bulletin 1425-5, 1966).

agreements accounted for nearly all agreements of this size in the United States, exclusive of those in the railroad and airline industries and in government. The agreements applied to approximately 7.3 million workers, or almost one-half of the total under collective bargaining agreements outside of the excluded industries. Of these, 4.2 million workers covered by 1,048 contracts were in manufacturing; approximately 3.2 million workers, covered by the remaining 775 agreements were in nonmanufacturing.

Initial tabulations consisted only of ascertaining the prevalence and location of training provisions in major agreements. Contracts having training provisions were analyzed in detail; almost three-quarters of these agreements were in effect in 1967 or later and the remainder were effective in 1966.

Clauses were selected for quotation in this report to illustrate either the typical form of the characteristics of training and retraining provisions or the variety of ways in which negotiators have modified the form. Minor editorial changes were made where necessary to enhance clarity, and irrelevant parts were omitted where feasible. [4]

Prevalence

Fewer than 20 percent (344) of the 1,823 major collective bargaining agreements studied contained training or retraining provisions (table 1). These applied to 2.4 million (32 percent) of the 7.3 million workers in study.

However, as we noted earlier, the data tend to understate the incidence of training, as against training provisions, in private industry. First, a significant number of negotiated programs are outside the scope of the study, among them apprenticeship programs and short-term, on-the-job familiarization. Second, a variety of informal on-going training programs and ad hoc training arrangements exist. None of these programs had been included in any contract.

Clauses were concentrated in six industries, each of which accounted for 20 provisions or more.. These industries included transportation equipment; communications; machinery, except electrical; primary metals; utilities; and food. Significantly, these are industries which have experienced continual technological development [5] and accordingly have required: (1) Programs to upgrade and keep skills current, and/or (2) programs to replace obsolete skills for the technologically displaced. In total, the six industries represented over half the training clauses in the study (53.2 percent) and nearly three-quarters of the workers covered by such provisions (72.5 percent). Auto and steel agreements accounted for almost one-half of these workers.

Three unions in particular were parties to significant numbers of negotiated training and retraining provisions: The Steelworkers (47), Auto Workers (40), and the Brotherhood of Electrical Workers (27). In addition to exercising their traditional union influence over wages and working conditions, these unions also have introduced, through training and retraining provisions, a measure of control over the allocation of the supply of workers.

Twenty-five percent of the provisions (86 of 344) involved firms that employ 5,000 workers or more. However, in total, these accounted for over three-quarters of the workers affected by training clauses (1.8 of 2.4 million workers).

The Bureau's tabulations tend to confirm previous studies of training in industry which found that larger firms were more likely to have training programs than smaller firms. [6] The Bureau classified agreements in the study into three employment size groups and found that the incidence of training provisions increased with the size of the bargaining unit.

Size of bargaining units	Total agreements studied	Agreements with provision	Percent of agreements with provisions
All bargaining units---	1,823	344	18.9
1,000–4,999 workers -----	1,506	258	17.1
5,000–9,999 workers -----	190	45	23.7
10,000 workers or more ---	127	41	32.3

4 The clauses are numbered, and the agreements from which they have been taken are identified in appendix C. In appendix A, several provisions are reproduced in their entirety to illustrate how the various parts fit in the whole. In appendix B, examples of union-sponsored training and retraining programs are described.

5 Technological Trends in Major American Industries (BLS Bulletin 1474, 1966).

6 See, as one example, Marvin J. Levine, "Training and Retraining in American Industry," Labor Law Journal, October 1964, pp. 638-639.

The largest number of provisions and the most workers affected were found in agreements covering blue-collar workers, primarily because most agreements in the study covered blue-collar workers. However, proportionate to the number of agreements studied within each occupational classification, white-collar workers outdistanced blue-collar workers in the incidence of training provisions. Furthermore, among white-collar workers, the likelihood of benefiting from a training program increased with the type of occupation. At the peak were professionals who benefited, as subsequent sections will show, not only from tuition aid programs but also from on-the-job training as well.

Occupational group	Total agreements studied	Agreements with provisions	Percent of agreements with provisions
All occupations	1,823	344	18.9
Plant and service	1,619	281	17.4
Sales	89	21	23.6
Clerical	187	65	34.8
Professional	94	41	43.6

NOTE: These data are nonadditive since 1 agreement may cover more than 1 occupational group.

Table 1. Training and Retraining Provisions in Major Collective Bargaining Agreements by Industry, 1966–67 [1]

(Workers in thousands)

Industry	Total studied		Referring to training and retraining										No reference	
			Total		On-the-job training		Tuition aid		Nature to be determined		On-the-job training and tuition aid			
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
All industries	1,823	7,339.2	344	2,351.6	222	886.1	29	698.0	70	552.8	23	214.8	1,479	4,987.7
Manufacturing	1,048	4,155.5	233	1,871.7	137	505.7	19	649.4	58	507.8	19	208.9	815	2,283.8
Ordnance and accessories	18	69.9	7	29.7	4	11.7	1	1.1	1	2.9	1	14.0	11	40.2
Food and kindred products	126	382.0	22	134.5	14	100.2	-	-	7	32.1	1	2.3	104	247.5
Tobacco manufactures	11	24.2	1	1.3	1	1.3	-	-	-	-	-	-	10	22.9
Textile mill products	30	71.8	4	14.5	3	6.5	-	-	1	8.0	-	-	26	57.3
Apparel and other finished products	55	392.0	4	9.7	3	4.7	-	-	1	5.0	-	-	51	382.4
Lumber and wood products, except furniture	13	24.6	1	2.6	1	2.6	-	-	-	-	-	-	12	22.0
Furniture and fixtures	18	29.6	1	1.0	1	1.0	-	-	-	-	-	-	17	28.6
Paper and allied products	50	112.2	5	9.1	2	5.1	-	-	3	4.1	-	-	45	103.1
Printing, publishing, and allied industries	28	59.1	13	31.2	7	23.1	1	1.2	5	6.9	-	-	15	27.9
Chemicals and allied products	61	106.8	9	19.4	6	13.8	1	3.5	1	1.0	1	1.1	52	87.4
Petroleum refining and related industries	20	44.9	8	14.8	6	12.3	-	-	2	2.5	-	-	12	30.1
Rubber and miscellaneous plastics products	21	107.6	8	63.6	6	24.6	-	-	2	39.0	-	-	13	44.0
Leather and leather products	23	73.8	2	9.9	2	9.9	-	-	-	-	-	-	21	64.0
Stone, clay, and glass products	37	115.5	12	24.2	5	7.6	2	5.6	3	7.6	2	3.4	25	91.3
Primary metal industries	106	545.7	31	379.6	9	32.7	-	-	22	347.0	-	-	75	166.1
Fabricated metal products	55	129.9	11	47.1	8	16.7	-	-	2	16.9	1	13.5	44	82.9
Machinery, except electrical	115	314.6	32	146.1	27	98.5	3	45.4	2	2.2	-	-	83	168.6
Electrical machinery, equipment, and supplies	106	398.7	14	166.8	5	51.4	4	76.0	1	8.0	4	31.4	92	231.9
Transportation equipment	118	1,075.5	42	755.1	25	76.3	6	515.6	4	23.5	7	139.8	76	320.5
Instruments and related products	25	48.6	5	10.6	2	6.1	1	1.0	-	-	2	3.5	20	38.0
Miscellaneous manufacturing industries	12	28.9	1	1.3	-	-	-	-	1	1.3	-	-	11	27.6
Nonmanufacturing	775	3,183.8	111	479.9	85	380.4	10	48.6	12	45.1	4	5.9	664	2,703.9
Mining, crude petroleum, and natural gas production	16	111.4	3	5.9	-	-	-	-	3	5.9	-	-	13	105.5
Transportation [2]	91	607.0	7	39.5	6	34.3	1	5.2	-	-	-	-	84	567.5
Communications	88	524.9	33	237.0	25	195.5	6	39.4	-	-	2	2.2	55	288.0
Utilities: Electric and gas	80	180.0	23	53.4	21	50.4	-	-	2	3.0	-	-	57	126.6
Wholesale trade	19	35.3	2	2.1	1	1.0	1	1.1	-	-	-	-	17	33.2
Retail trade	119	317.6	19	78.7	18	76.0	-	-	-	-	1	2.7	100	239.0
Hotels and restaurants	37	171.5	1	2.0	1	2.0	-	-	-	-	-	-	36	169.5
Services	65	258.2	4	5.7	-	-	2	3.0	1	1.6	1	1.1	61	252.6
Construction	256	970.9	16	50.2	11	18.2	-	-	5	32.0	-	-	240	920.7
Miscellaneous nonmanufacturing industries	4	7.2	3	5.7	2	3.0	-	-	1	2.7	-	-	1	1.5

[1] Initial tabulations were concerned only with locating training and retraining provisions. These were based upon a universe of 1,823 major collective bargaining agreements in effect during 1965–66. The detailed analysis of the 344 provisions which were found occurred some months later. Of these 344 provisions, three-quarters were in effect in 1967 or later and the remainder in 1966.

[2] Excludes railroad and airline industries.

NOTE: Because of rounding, sums of individual items may not equal totals.

Chapter II. Nature and Method of Training

Training provisions largely stressed on-the-job instruction in contrast to tuition aid for outside, job-related schooling. The Bureau's study revealed that on-the-job training provisions appeared in 245 contracts, almost three-quarters of those included in the study (table 1). [7] However, worker coverage for these provisions amounted to only 1.1 million, or fewer than one-half of the 2.4 million workers affected by all training and retraining provisions. The relatively low worker coverage was in large measure caused by the nature of training provisions in two industries, one of which included two large employers. Twenty-two primary metals agreements, covering almost 347,000 workers, provided for training and retraining programs for presently employed and laid-off workers but did not specify the method of training:

> In order to serve the basic educational needs of employees and thereby enhance their qualifications for job opportunities on new and improved facilities and enable employees, including those on layoff, to improve their capacities for advancement or reemployment with the company, the companies and the union, together with various agencies of the United States Government, have been and will continue to actively explore the development of certain training programs under the Manpower Development and Training Act of 1962 (MDTA) and other applicable laws. (1)

* * *

> During the 1965 negotiations in the steel industry, the coordinating committee member companies and the union agreed to undertake certain studies and investigations in the fields of apprenticeship, testing, training, and additional subjects they might later designate. They also agreed to take action on supplementation of the January 1, 1963, Job Classification Manual.
>
> The company and the union agree that they will meet and review any action taken as a result of these studies and the Job Classification Manual supplementation, and that they will consider the desirability of similar action under this agreement. (2)

In transportation equipment, six agreements covering 515,600 workers and including two of the largest automobile manufacturers, provided tuition aid for job-related courses, but did not provide for on-the-job training. [8] Together, the two industries' 28 clauses accounted for over one-third of the workers covered by training and retraining provisions; hence their impact on the proportion of workers affected by on-the-job training provisions.

Tuition aid provisions were found in 52 agreements, or 15.1 percent of the 344 contracts carrying training and retraining provisions (table 1). Reflecting the influence of large employers on totals, these benefits were available to 912,700 or 38.8 percent of all workers covered by training provisions. Almost three-quarters of the workers affected by tuition aid programs (655,350) were covered by only 13 agreements, all of them in the transportation equipment industry. Another 107,400 were accounted for by eight agreements in the electrical machinery industry.

Few programs were directed specifically towards training workers who were laid off or displaced by technological change. In total, 86 agreements, exactly one-quarter of the 344 in the study, anticipated and planned for such eventualities. Some 676,000 workers, or 28.8 percent of all employees, were covered by these provisions (table 2). [9] Technological change training clauses were dispersed throughout industry. Twenty provisions, covering 339,500 workers were contained in the agreements for the primary metals industry. A smaller cluster occurred in the electrical machinery industry, where seven agreements covered 85,050 workers. Five of these were income extension aid plans, negotiated in General Electric and Westinghouse agreements, which stipulated that laid-off workers could use their available benefits for schooling:

> An eligible employee laid off for lack of work may elect from the following:
>
> He may enter upon a course of instruction at a recognized trade or professional school in which event payments will be made to such school (while he has continuity of service), upon written request therefore by the employee, to be applied to reasonable tuition charges and any other reasonable fees directly associated with the courses charged by the school. . . . (3)

The bulk of the provisions (253) involved on-going programs which were directed towards meeting the employer's manpower requirements in the ordinary course of operations. Diverse as these clauses were in the

---

7 This number included 23 clauses which provided both on-the-job training and tuition aid.

8 The third major automobile manufacturer provided for, in explicit contract language, both tuition aid and on-the-job training. In addition, all three automobile manufacturers conducted apprentice training programs.

9 A number of clauses called for training to upgrade skills in anticipation of the installation of new machinery and processes, but none of these specifically provided training for laid-off or displaced workers as did the 86 provisions cited here.

goals they sought, none were aimed specifically at problems of laid-off or displaced workers, although some of the on-going programs conceivably would be, and probably had been, adapted to provide training when such circumstances arose. Among on-going training programs for the currently employed were varied arrangements such as long-term programs to qualify workers for administrative, executive, and supervisory positions and others to qualify workers in more than one skill, occupation, or department. As just noted, there were even in the ordinary course of work, programs to qualify workers for operating, repairing, or maintaining newly installed equipment. These programs might be adapted informally to train displaced or laid-off employees, should the eventuality arise. Additional provisions governed the training of nonbargaining unit personnel in bargaining units jobs for "familiarization."

The method of training and the aims of training were interrelated in several ways (table 3). On-the-job training, the major method, applied to special programs for laid-off and displaced workers and to on-going programs for the currently employed. Tuition aid, the less prevalent training method, applied almost exclusively to on-going programs, with the exception of five income extension aid programs noted earlier, which specifically covered laid-off workers. Those collective bargaining provisions which deferred determination of the method of training to some later date invariably adopted language sufficiently broad, so that it applied to both laid-off and currently employed workers.[10] Most of the latter were in the primary metals industry.

Deferred Determination

In total, 70 provisions established training in principle, but postponed determination of schooling procedures to some later date. In effect, the provisions were sufficiently flexible to permit adoption of whatever methods suited the skill requirements. Under such provisions, employers and unions were tied together either in a loose ad hoc arrangement or in a formal committee to negotiate or to develop a program:

> It is agreed that in the event a national emergency or a shortage of skilled workers exists, during the life of this agreement, the employer and the union will agree to negotiate a trainee program. Such a program will not become effective until mutually agreed to by the parties. (4)
>
> * * *
>
> There shall be a joint management labor job training committee composed of an equal number of designated representatives of the union and the Metropolitan Container Council, Inc. This committee shall schedule meetings and develop a program for job training and related problems such as costs, seniority, and methods of training. (5)

The bulk of these provisions, as previously illustrated,[11] were contained in agreements for the primary metals industry, where the company and union had agreed to "explore" with government agencies the development of programs under the Manpower Development and Training Act of 1962.

On-the-Job Training

By far most prevalent, on-the-job training provisions often specified that training would take place at the work site:

> The company and the union agree that . . . on-the-job training programs for trade, craft, and assigned maintenance jobs shall be established whenever practicable, in some of the company's plants. (6)
>
> * * *
>
> Journeymen machine operators who, in the judgment of management, have the capacity and physical fitness to expand their ability to operate various types of machines will be given on-the-job training on the various types of machines in their respective plants. (7)
>
> * * *
>
> In order to afford on-the-job training to certain designated employees so that they may advance to higher rated classifications, a plant training program is hereby established . . . (8)
>
> * * *
>
> When journeymen are not available in those skilled trades which are not apprenticeable due to limited facilities and/or lack of diversity of work, employees from other departments of the plant may be transferred to such trades and classified as trainees.
>
> Such transferees shall be given on-the-job experience in the classifications to make them proficient in performing the duties of the trade. (9)

Occasionally, explicit statements were accompanied by limits on some aspect of management's right to train workers, as in the following provision, in which selection of trainees was restricted by the agreement.[12]

---

10 See clause illustration No. 1, p. 5.

11 Ibid.

12 For a broader discussion, see "Selection of Trainees," pp. 16–20.

The parties recognize the fact that the labor market may not be able to supply qualified employees capable of performing the duties of job classifications under this contract. In view of this, provisions are hereby made as follows:

> After all contractual obligations are met on upgrading, management shall have the right to select employees from within the plant, or new hires, for "on-the-job training" for existing classifications under the contract.
>
> At such time as management decides to initiate a training program for any given classification, such intention shall be posted in notice form showing the standards established as the minimum acceptable and allowing all employees to submit a written bid (on forms to be furnished by the company) within a seventy-two (72) hour posting period. . . . (10)

A number of provisions implied, rather than stated explicitly, that the training to be accomplished would be on-the-job. Thus, clauses could promise training "on equipment as it becomes available;" or could give training "assignments;" or could guarantee training "opportunities" to acquire "skills of higher classification" when "reasonable" or "as production requirements permit:"

> It is the intention of the company to continue training programs for skilled trades employees and others to make possible the full utilization of facilities and properly train employees on equipment as it becomes available. (11)
>
> * * *
>
> . . . If there is a vacancy in one or more such jobs, the company shall offer the employee a training assignment beginning in one such vacant job, and shall give him a reasonable opportunity to say whether he is interested. If he says he is interested, then
>
> A. He shall be placed in the training assignment no later than the second Monday that occurs after the job became a permanent vacancy, and
>
> B. The schedule that he shall work and the days off that he shall have shall be determined in the same manner as if he were qualified and were placed in the vacancy. (12)
>
> * * *
>
> . . . Employees shall be given opportunities wherever practicable to acquire through training the skills of higher classifications of work. . . . (13)
>
> * * *
>
> The company will give reasonable training opportunities to employes in line for promotion so that such employes may have an opportunity to become qualified for advancement. . . . (14)

Often there were inferences that training was a management right, but, as in the following illustration, the union could be brought into a joint committee to function in an advisory capacity: [13]

> In addition to formalized apprentice training, the company will endeavor to make it possible for employees to advance to higher rated jobs by giving them opportunities as production requirements permit to improve their job knowledge and job skills. The union, through its individual members, will endeavor to impart job knowledge to the employees of the company in order that the working force be of the highest possible skill and ability.
>
> An employee training advisory committee of eight persons shall be appointed, four of whom shall be selected by the union and four of whom shall be selected by the company. This committee shall consult and advise with the company on the training of employees. (15)

Several provisions were far more vague in implying on-the-job training than in the previous illustration. For instance, they promised training to fill a vacancy "under normal operating conditions," or "established a training program in mechanical departments" to increase the number of maintenance and repair mechanics, or provided "adequate training" so that employees could service new machinery.

> . . . Under normal operating conditions, where the company believes training is necessary in anticipation of filling a vacancy at Crawford Generating Station, the senior qualified employee, in the order of progression, will be trained. (16)
>
> * * *
>
> With the purpose of increasing the number of mechanics to perform maintenance and repair work in the refinery, the company has established a training program for employees in the mechanical departments. . . . (17)
>
> * * *
>
> Whenever new machinery or equipment is installed in a plant, or existing machinery or equipment is modernized, plant maintenance employees will be provided necessary in-plant training in servicing of such machinery or equipment provided that:
>
> A. The machinery or equipment is of the type on which plant maintenance personnel have customarily provided service, and
>
> B. The skill and/or knowledge to be imparted by the training represents a practical and logical advancement of the skills and knowledge of the maintenance employees concerned taking into consideration their prior training, experience and capabilities, and
>
> C. Such machinery or equipment is not covered by a service guarantee with the lessor or supplier.
>
> The company will pay cost of any such necessary training. The number of maintenance employees to whom training will be provided will be in relation to anticipated service requirements as determined by the company. (18)

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[13] For a fuller discussion, see "Union Participation," pp. 13–16.

In-plant workers are especially sensitive to the training of nonbargaining unit personnel on bargaining unit jobs. As a consequence, several provisions limited the impact on in-plant workers' security of sales, engineering, administrative, and production trainees. [14]

> A reasonable number of engineers may be assigned work at different occupations within the bargaining unit in any department as part of a training period, and while so employed, shall neither be affected by provisions of this agreement nor by their employment affect the status of other employees of the department. (19)

* * *

> The company may assign management trainees to work in various classifications covered by this agreement for a period not to exceed three (3) months, unless an extension of the training period is mutually agreed upon. It is specifically agreed that such trainees shall not, in the course of the training in the various craft classifications, displace, replace, result in the transfer of regular craft personnel, or prevent the hiring of additional personnel covered by this agreement. It is agreed that while doing this work there will be no bargaining with the union with respect to their wages, hours, or conditions of employment. (20)

Tuition Aid

As noted earlier, tuition aid, as a method of training, was far less prevalent than on-the-job training; it accounted for only 15.1 percent of the 344 provisions. However, large employers in transportation equipment and electrical machinery influenced worker coverage totals in an upward direction, so that 38.8 percent, or 912,700, of the workers under training provisions were covered by agreements specifying tuition aid. In both the number of agreements and the worker coverage, tuition aid plans applied largely to plant or blue-collar workers, as the following tabulation shows. However, white-collar workers, if covered by training provisions, were more likely than blue-collar workers to have tuition aid plans in their contracts, and professional workers were more likely than clerical or sales personnel to have tuition aid available to them. The prevalence of tuition aid for salespeople was particularly low. As the tabulation shown below indicates, the sales force was more likely to receive on-the-job training than other white-collar workers. In the present study, 20 out of 21 sales trainee provisions called for such instruction.

As a rule, tuition grants were made to workers only for job-related courses. Usually, payment was made after a showing of satisfactory progress in the course, or upon completion of the course with satisfactory grades. Almost all provisions stipulated that a worker had to attend a given percentage of all classroom sessions to qualify for tuition benefits. Some clauses, however, provided little, if any, detail of the plan:

> The company will make available a tuition aid plan. (21)

* * *

> The company will provide financial assistance to eligible employees who, while still employed, and outside of their working hours, satisfactorily complete qualified courses of study in recognized schools or colleges. (22)

The absence of information was a tacit concession of authority to management to establish its own rules for participation. Other provisions explicitly acknowledged management's authority over the operation of tuition benefit programs. Although these clauses provided some details of the plans, generally

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14 The full nature of provisions governing management trainees will be described in subsequent sections.

Occupational group	Total with training or retraining provisions	With tuition aid		With on-the-job training	
		Number	Percent	Number	Percent
All occupational groups	344	52	15.1	245	71.2
Plant (blue-collar)	281	36	12.8	197	70.1
White-collar	94	22	23.4	76	80.9
Professional	41	13	31.7	31	75.6
Clerical	65	17	26.2	50	76.9
Sales	21	2	9.5	20	95.2

NOTE: These data are nonadditive, because an agreement may include both on-the-job training and tuition aid programs and also may cover more than 1 occupational group. Not included are 70 agreements which established training in principle but deferred determination of method of training until a later date.

they excluded administration of tuition aid from the contract's appeals procedures. [15] For example, General Motors preferred to place its tuition aid program in a letter of intent rather than in the body of the contract. [16]

. . . The corporation offers and administers a tuition refund program under which employes will, under such terms and conditions as the corporation may from time to time establish, receive a tuition refund not to exceed $250 a calendar year ($350 a calendar year for approved courses taken at an accredited four-year college) upon completion of an approved job-related course at an approved educational or training institution during nonworking hours while on the active roll of the company . . . (23)

The Mack Truck agreement, on the other hand, specifically excluded the program from the grievance procedure.

The company shall establish and administer a tuition refund program under which employees in active service who satisfactorily complete after-hour courses approved by the company at appropriate educational institutions . . . either on job-related training courses or training courses for the employee's advancement within the company, are to receive tuition up to $250 a calendar year. Such program shall not be subject to the grievance procedures under this agreement. (24)

The level of benefits varied. Some provisions, for example, set a maximum dollar amount beyond which the employer would not be obligated for further payment. In the first of the following illustrations, the payment was limited to tuition fees, for which a single designated maximum sufficed. The second provision extended the employer's obligation to include registration and other regular instruction fees, but specifically excluded certain costs, and then varied the maximum according to the academic objective for which the course was taken. In addition, management agreed to an interest-free loan program for students. Thus, the workers, a bargaining unit of professionals, had available a system of both outright grants and loans to assist them in their academic pursuits:

One-half the tuition will be rebated up to the limit of $300 granted to any one employee within a year, provided the course has been satisfactorily completed. (25)

* * *

The publisher will reimburse employees for one-half the tuition, registration, and other regular instruction fees for after-hours academic courses taken by an employee with the approval of the publisher. Such payments by the publisher shall be made after the completion of such courses, shall not apply to the cost of textbooks, supplies, or transportation involved in attendance at such courses and shall not exceed the gross amount of (i) $500 in any one calendar year for any employee taking such courses for degree credit or (ii) $300 in any one calendar year for any employee taking such courses other than for degree credit . . .

Upon proper application and a showing of need, an employee may be granted an interest-free loan by the publisher, at its discretion, to enable the employee to take after-hours schooling approved by the publisher. (26)

Some provisions set no maximum upon the amount of benefits that workers could receive. Actual payments to employees under these clauses depended upon the definition of tuition costs and upon a proportionate refund. For example, costs in the second illustration that follows were defined to include laboratory fees, but in the third provision these were excluded specifically along with other costs. At the same time that compensable expenditures were defined in all four illustrations, the percent which would be paid was also stipulated; it varied from 60 percent to the full cost of the course:

The company will reimburse an employee seventy-five percent (75%) of the paid tuition fee for a training course successfully completed if such employee has received written approval of the course from the company prior to the employee's beginning such training course. (27)

* * *

A 75 percent refund of academic course registration and laboratory fees will be made to regularly employed hourly employees who successfully complete a course of study, in residence or by correspondence, with an accredited and/or company-approved educational institution under the following conditions: . . . (28)

* * *

The company obligation extends only to 60 percent of tuition costs and the employee must assume all other costs involved including, but not limited to, the cost of necessary text books, lab fees, entrance examination fees, student activity fees, and any other costs that may be necessary. (29)

* * *

An eligible employe may enter upon a course of instruction at a trade or professional school which is approved by the company and designed to provide him with new employment skills related to company needs. Upon documented request by the employe, payments will be made to such school while the employe continues to be unemployed from the total maximum sum available to the employe under this option of this plan, and such payments shall be applied to reasonable tuition charges and other reasonable fees directly associated with the course and charged by the school. To avoid misunderstanding, the employe shall ascertain from the company in advance whether the school he plans to enter and the course of study he intends to pursue are approved by the company . . . (30)

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[15] For a fuller discussion, see "Union Participation," p. 13.

[16] The 1968 General Motors-UAW negotiations in a second letter of intent broadened applicability of tuition aid from job related courses to include preapprentice training. The new program was designed to qualify workers for apprentice training who otherwise had no hope to participate in such programs because of educational deficiencies.

In the following clause, one-half the tuition was paid to the employee upon registration, the remaining one-half was refunded upon successful completion of the course. If the employer specified the course of study, full tuition and expenses were provided:

Undergraduate Courses

Employees may take evening courses consisting of a curriculum of studies offered by an accredited educational institution and leading to a certificate or a degree. . . .

. . . The corporation shall pay the employee one-half of the tuition cost for each semester or academic period at the time of enrollment. Upon proof of satisfactory completion thereof, the corporation will reimburse the employee the remaining one-half of such cost.

Graduate Courses

Employees may take evening courses at an accredited institution for full or partial credit toward advanced degrees in subjects related to employee's job. . . . The corporation will pay the cost of such training in the same manner as provided for undergraduate courses.

Specialized Training

Whenever the corporation decides that it desires to train employees specially in Navy fire control, ordnance, electronics, etc., eligible employees may apply. . . . Costs and expenses of such training will be paid upon the approval of the department head and interested vice president. (31)

One agreement established the maximum at $4,800 a year and stipulated that the benefit would be available for more than 1 year. In part, the amount paid subsidized the worker during his time in school:

Scholarship Fund. The company is willing to pay up to $4,800 per year for the purpose of paying tuition and subsidizing employees employed in the office workers' classification for more than one (1) year who desire to take courses or enroll in training programs to improve their general ability and proficiency as office workers.

Candidates are to be chosen by mutual agreement between a representative of the council and a representative of the company.

The candidate upon approval of his enrollment in an approved course, will be paid the expenses of tuition and books of such course, together with such allowance as the parties may deem proper; provided that if employee drops out or does not satisfactorily complete the course he will refund all payments received. Payments to employee will be made quarterly upon evidence of satisfactory progress in the course. (32)

Table 2. Applicability of Training and Retraining Provisions in Major Collective Bargaining Agreements by Industry, 1966–67[1]

(Workers in thousands)

Industry	Total studied		Referring to applicability										No reference	
			Total		On-going programs for the currently employed		Special programs for displaced and laid-off workers		Applicability is vague		On-going and special programs			
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
All industries	1,823	7,339.2	344	2,351.6	253	1,661.9	40	206.2	5	13.3	46	470.3	1,479	4,987.7
Manufacturing	1,048	4,155.5	233	1,871.7	162	1,279.8	33	182.1	5	13.3	33	396.5	815	2,283.8
Ordnance and accessories	18	67.9	7	29.7	6	27.2	1	2.5	-	-	-	-	11	40.2
Food and kindred products	126	382.0	22	134.5	9	81.8	7	27.5	-	-	6	25.2	104	247.5
Tobacco manufactures	11	24.2	1	1.3	1	1.3	-	-	-	-	-	-	10	22.9
Textile mill products	30	71.8	4	14.5	2	9.2	1	3.5	-	-	1	1.8	26	57.3
Apparel and other finished products	55	392.0	4	9.7	2	6.0	2	3.7	-	-	-	-	51	382.4
Lumber and wood products, except furniture	13	24.6	1	2.6	1	2.6	-	-	-	-	-	-	12	22.0
Furniture and fixtures	18	29.6	1	1.0	1	1.0	-	-	-	-	-	-	17	28.6
Paper and allied products	50	112.2	5	9.1	5	9.1	-	-	-	-	-	-	45	103.1
Printing, publishing, and allied industries	28	59.1	13	31.2	8	17.9	5	13.4	-	-	-	-	15	27.9
Chemicals and allied products	61	106.8	9	19.4	8	15.9	1	3.5	-	-	-	-	52	87.4
Petroleum refining and related industries	20	44.9	8	14.8	7	12.8	-	-	-	-	1	2.1	12	30.1
Rubber and miscellaneous plastics products	21	107.6	8	63.6	8	63.6	-	-	-	-	-	-	13	44.0
Leather and leather products	23	73.8	2	9.9	2	9.9	-	-	-	-	-	-	21	64.0
Stone, clay, and glass products	37	115.5	12	24.2	10	20.6	2	3.6	-	-	-	-	25	91.3
Primary metal industries	106	545.7	31	379.6	7	20.7	2	10.8	2	8.6	20	339.5	75	166.1
Fabricated metal products	55	129.9	11	47.1	9	32.4	2	14.7	-	-	-	-	44	82.9
Machinery, except electrical	115	314.6	32	146.1	26	139.2	2	2.2	2	2.2	2	2.5	83	168.6
Electrical machinery, equipment, and supplies	106	398.7	14	166.8	5	51.7	7	95.1	-	-	2	20.0	92	231.9
Transportation equipment	118	1,075.5	42	755.1	40	747.1	-	-	1	2.5	1	5.5	76	320.5
Instruments and related products	25	48.6	5	10.6	4	8.8	1	1.8	-	-	-	-	20	38.0
Miscellaneous manufacturing industries	12	28.9	1	1.3	1	1.3	-	-	-	-	-	-	11	27.6
Nonmanufacturing	775	3,183.8	111	479.9	91	382.1	7	24.1	-	-	13	73.8	664	2,703.9
Mining, crude petroleum, and natural gas production	16	111.4	3	5.9	1	1.3	-	-	-	-	2	4.6	13	105.5
Transportation[2]	91	607.0	7	39.5	5	34.0	2	5.5	-	-	-	-	84	567.5
Communications	88	524.9	33	237.0	31	213.5	1	3.5	-	-	1	20.0	55	288.0
Utilities: Electric and gas	80	180.0	23	53.4	21	49.6	-	-	-	-	2	3.8	57	126.6
Wholesale trade	19	35.3	2	2.0	2	2.1	-	-	-	-	-	-	17	33.2
Retail trade	119	317.6	19	78.7	7	18.2	4	15.1	-	-	8	45.5	100	239.0
Hotels and restaurants	37	171.5	1	2.1	1	2.0	-	-	-	-	-	-	36	169.5
Services	65	258.2	4	5.7	4	5.7	-	-	-	-	-	-	61	252.6
Construction	256	970.9	16	50.2	16	50.2	-	-	-	-	-	-	240	920.7
Miscellaneous nonmanufacturing industries	4	7.2	3	5.7	3	5.7	-	-	-	-	-	-	1	1.5

[1] Initial tabulations were concerned only with locating training and retraining provisions. These were based upon a universe of 1,823 major collective bargaining agreements in effect during 1965–66. The detailed analysis of the 344 provisions which were found occurred some months later. Of these 344 provisions, three-quarters were in effect in 1967 or later and the remainder in 1966.

[2] Excludes railroad and airline industries.

NOTE: Because of rounding, sums of individual items may not equal totals.

Table 3. Applicability of Training and Retraining Provisions in Major Collective Bargaining Agreements by Nature of Training Program, 1966–67[1]

(Workers in thousands)

Nature of training or retraining program	Total		On-going programs for the currently employed		Special programs for displaced and laid-off workers		Applicability is vague		On-going and special training programs	
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
Total with provision	344	2,351.6	253	1,661.9	40	206.2	5	13.3	46	470.3
On-the-job training	222	886.1	178	721.9	24	69.4	1	2.5	19	92.3
Tuition aid	29	698.0	24	618.5	5	79.5	-	-	-	-
Nature of program to be determined	70	552.8	35	157.0	7	29.6	4	10.8	24	355.4
On-the-job and tuition aid	23	214.8	16	164.5	4	27.6	-	-	3	22.7

[1] Initial tabulations were concerned only with locating training and retraining provisions. These were based upon a universe of 1,823 major collective bargaining agreements in effect during 1965–66. The detailed analysis of the 344 provisions which were found occurred some months later. Of these 344 provisions, three-quarters were in effect in 1967 or later and the remainder in 1966.

NOTE: Because of rounding, sums of individual items may not equal totals.

Chapter III. Administration of Training Provisions

Union Participation

Unions have a two-fold interest in training and retraining programs. First, as collective bargaining representative for the plant labor force, the union seeks to represent workers' interests and to protect workers from inequitable allocation of training opportunities. Second, as collective bargaining representative and as a communications channel between worker and management, the union often has useful suggestions about how training should be accomplished, and where training is needed.

That the union has not been fully successful in seeking a voice in training activities is evident in those provisions which have stipulated that the company's "opinion" would determine training plans, that management was "responsible" for deciding training arrangements, or that the employer would establish who would be trained and when, "in accordance with its determination of need." [17]

> The company will train employees for trade, craft or skilled jobs whenever in its opinion (a) it is practical to do so and (b) a need exists for such training. (33)
>
> * * *
>
> The company agrees with the union that, consistent with principles of good management, employees may be given the opportunity to develop skills in order to qualify for related occupations. Therefore, as outlined below, the company will train employees in different skills in order to expand their present ability so as to maximize job security.
>
> 1. The company shall be responsible to determine:
>
> a. Up to a maximum of two (2) classifications for which training programs are to be conducted during any one training cycle.
> b. Classifications from which training candidates are to be selected.
> c. Selection of candidates.
> d. Qualification for graduation.
>
> 2. The duration and the number of enrollees in training courses shall be determined by the company based upon the classifications' skill requirements. (34)
>
> * * *
>
> The company has in the past made available to selected employees training courses for special skills and crafts. It is agreed between the parties that such courses may be conducted by the company in accordance with its determination of need. If the qualifications of employees are reasonably equal the company will select the most senior employees for training courses in special skills and crafts if such employees desire to take said courses. (35)

On the other hand, almost one-half of the agreements (157 or 45.6 percent) made some provisions for union participation in training programs. These affected fewer workers, 904,250 or 38.5 percent, because of the absence of provisions authorizing a union role in industries that have large employers, with the exception of primary metals, and the presence of such provisions in industries where worker coverage on the average was smaller. In total, five industries accounted for over one-half of the provisions. Each of the industries had 10 agreement provisions or more which describe the union's participation:

Industry group	With union participation	
	Agreements	Workers
All industries	157	904,250
Five selected industries	82	587,450
Primary metals	26	369,800
Transportation equipment	18	98,400
Construction	15	47,600
Machinery, except electrical	13	17,950
Retail trade	10	53,700

It would be reasonable to assume that some degree of union participation is more prevalent than those data indicate. First, where training provisions, but no contract language concerning participation exist, it is conceivable that companies and unions informally exchange information and ideas as a matter of course. Second, where presently training programs are outside the collective bargaining agreement, it is equally conceivable that the union participates in some way in many of these arrangements.

The nature of the union's role varies widely. Perhaps weakest among those provisions found in the study were clauses which obligated the employer to give notice to the union about aspects of the training program. At best, the union would have the opportunity to question company administration of the program and perhaps to file a grievance in favor of workers not selected for training. But training initiative clearly remained with the employer. In some cases, the time when notice would be given was vague.

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17 See p.15 for an illustrative clause excluding training from appeals procedures.

The company shall have the right to train, for technical or sales purposes, employees from within or without the bargaining unit . . . If the employees are chosen from within the bargaining unit, the union will be advised . . . (36)

* * *

. . . Names and status of trainees assigned . . . will be specified by management and the union will be so notified. (37)

In other provisions, the company could be required to give notice promptly or in advance. These provisions gave the union a greater opportunity to intervene if necessary:

The bargaining committee shall be notified before the training begins as to the names of the trainees and when they will begin training. (38)

* * *

It is agreed that under the company's training programs, it may be necessary to assign, temporarily, persons not in the bargaining unit jobs included in the bargaining unit. In such cases the appropriate union representative(s) will be given advance notice. . . . (35)

But advance notice did not necessarily mean an adverse intervention. Intervention could involve a positive contribution by the union to the company's training efforts, as is implied in the following illustration:

Recognizing that the company's production schedule can only be met by establishing an adequate working force and with consideration of turnover, upgrading and employee terminations, the union agrees to the necessity for constant attention to training and employee development for the purpose of stabilizing production. Training programs are the full responsibility of the company in order to meet production schedules and objectives in any department of the plant. The company will make every effort to advise the union in advance of its plans for the training and development of new and present employees, and the union agrees to cooperate in such a manner that this problem may be approached aggressively with no ill effect upon production objectives and accomplishments. (39)

Occasionally a clause would stipulate that notice had to be written or a list of trainees furnished:

It is agreed that from time to time the company may designate certain employees as trainees for sales, administrative, office, and executive employees; who are in no way to be affected by this seniority section. Such employees are not to exceed more than 1 percent of the total employment. The company will keep the union advised of any such new trainees in the plant each month in writing. (40)

Other provisions went beyond notice and stipulated that the union's role would be advisory; that is, the union could suggest or recommend, but control of training activities remained in the company's hands:

It was agreed that there exists a need for more training in some areas of the company and the company agreed to review this. The brotherhood agrees that they will cooperate and make suggestions as to the needs. (41)

Unions gained a greater measure of control over training policy than they had under the preceding advisory arrangements in those provisions which left them outside program development and operations, but which provided them with a veto. For example, in the following illustration, the employer could develop a training plan or could initiate on-the-job training, but the union's stamp of approval was necessary subsequently:

In the interest of training qualified offset journeymen, a pressman may be utilized to replace an assistant in the complement of any offset press.

It is understood that this provision may be put into effect only where mutually agreed with (the union) . . . (42)

Union involvement in company-sponsored training increased where the collective bargaining agreement tied labor organization and management together as equal partners: (1) In adopting rules, (2) in considering and developing programs, or (3) in joint negotiations over training details. In the third provision the company retained a final voice on everything except trainee scales, which could be arbitrated in the event of an impasse. The three provisions were one step short of a formalized joint training committee.

The company has in the past made training courses available to selected employees. The company plans to continue this practice. The company and union may adopt such rules as they may deem advisable to administer such training, and may provide rules governing the selection of trainees, providing such rules are not contrary to the terms of this agreement. (43)

* * *

The parties agree that there will be increasing technological developments, affecting the skill requirements of lithographic workers. The parties agree to meet upon request of either party to consider and develop appropriate programs for the retraining or rehabilitation of lithographic journeymen in the new skills and processes. (44)

* * *

Section 3.

When a specific training program is needed by the company, the matter will be discussed with the union. The company and the union will endeavor to agree upon the following details concerning such training program:

(a) The length of the training period required to qualify employees for permanent full-time assignment to the job;

(b) The amount of full-time instruction and the amount of on-the-job training;

(c) The trainee or apprentice wage scale.

In the event no agreement can be reached in a reasonable time, the company, nevertheless, shall have the right to institute the specific training program and the union shall be entitled to process a grievance through the grievance procedure on any of the above details that may be in dispute. Nothing in this section shall be subject to arbitration except disputes under Section 3 (c) herein.

Section 4.

When there is no longer the need for a specific training program, the company shall be free to terminate such training program. This section shall not be subject to arbitration. (45)

One provision represented a full reversal of usual relationships. The clause in effect guaranteed company cooperation in union-sponsored training:

The company shall cooperate where practicable with the union's educational committee to make certain educational facilities available to its employees, in order that they may receive training to qualify them for work in more than one department in the plants, if they so desire. (46)

Union sponsorship of training is not uncommon. In fact, it constitutes a rather sophisticated service to union members which serves the labor organization as a means of controlling the supply of particular skills. Long-standing programs of the printing and maritime unions have enhanced members' job security by keeping them abreast of the latest technological developments. Locals of other international unions similarly have sponsored training classes. Highly skilled craftsmen-members remain employable in the rapidly growing electronic industry by attending classes sponsored by locals of the IBEW. In a different situation, the American Federation of Musicians has acted independently of musical employers to meet the shortage of string players in symphony orchestras. The union sponsors its Congress of Strings to attract and train young nonunion players in the hopes that eventually they will fill the seats in orchestras.

Union participation in company-sponsored training was greatest where the parties developed a formal bilateral structure to administer and oversee training activities. These joint committees could be funded or unfunded.[18] Although they represented a higher order of union commitment by virtue of union membership on the committee, the degree of participation varied, and depended upon the authority granted by the collective bargaining provisions. For example, the union's role could be merely advisory:

The Industry Development Fund is a trust fund established for the purpose of enabling a joint approach by both union and the association and its members to the problems of the industry. Said fund shall be used for the purpose of developing and financing further training programs . . . It is further understood that the participation of the union in this program shall be only advisory and shall be subject to any limitations imposed by law . . . (47)

In some instances, the parties assigned an advisory role to a committee and indicated that institution of a program was to be the subject of negotiations. Accordingly, the committee could suggest or recommend to the chief negotiating parties, as in the following example. The decision on implementation of the recommendations then became subject to bargaining:

. . . Recognizing the continuing and expanding need for employee training to enable Chrysler to continue to improve its competitive position and to assist then current employees to take advantage of promotional opportunities in the future, the parties will establish by January 1, 1968, a National Training Committee, consisting of five representatives of the international union and five representatives of the corporation, to be appointed respectively by the director of the National Chrysler Department, of the international union and the vice president-personnel of the corporation. The members of this committee shall include at least one person who is familiar with the training needs and related problems of employees in each of the following areas: (i) office and clerical employees, (ii) engineering employees, (iii) skilled trades employees, including upgraders, but excluding apprentices covered by the supplemental agreement relating to apprentices, and (iv) all production and maintenance employees.

The National Training Committee shall have responsibility for investigating, developing and recommending, on a uniform basis, for all plants and offices: . . .

The National Training Committee will submit whatever recommendations it may make to the corporation and the international union, but may not commit either party to a training program or any aspect thereof. (48)

In other committees the authority given to members was greater. They could, for example, establish a program:

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[18] See Major Collective Bargaining Agreements: Management Rights and Union-Management Cooperation (BLS Bulletin 1425-5, 1966), for examples of a variety of funded and unfunded joint committees.

During the period while the industry is undergoing rapid change, the parties acknowledge that it is of the utmost importance that provision be made for the establishment of a forum for the consideration of the problems resulting therefrom and seek overall solutions within the framework of the contract. Therefore a special joint committee composed of an equal number of management and union representatives, shall be established promptly. The management representatives shall be selected by the companies listed in appendix "A." A principal function of this committee will be the establishment of an upgrading and training program to assist in the advancement of the licensed deck officers. . . . (49)

* * *

The parties hereto shall establish through a joint committee, as soon as practicable, but in no event later than July 1, 1965, a mutually acceptable formal program for training a sufficient number of qualified assistant directors to meet the needs of the industry. The committee shall also be empowered to establish a formal program for training qualified unit production managers to meet the needs of the industry. Such programs shall provide the method for placing such qualified assistant directors on the industry experience roster. (50)

Some provisions permitted committees to establish rules, as in the following construction industry clause. Note that the basic apprenticeship training committee, common in building construction, has been expanded to cover journeymen who need to keep abreast of new techniques and materials:

There shall be a local joint apprenticeship and journeyman training committee consisting of no less than a minimum of three (3) but an equal number of employer and union representatives. This committee shall, in conformity with the national training and apprentice standards for the electrical industry, make local rules and requirements covering the selection, qualifications, education, and training of all apprentices. (51)

Patterned after the Armour agreement, several packinghouse contracts created a fund to be administered jointly. Among other functions the fund could be used to establish, promote, or give assistance to training and retraining programs:

The committee shall have full power to utilize and apply the fund for any or all of the following:

1. Study of the problems referred to above and preparation of recommendations for their solution.

2. Establishment of, promotion of, or assistance to programs of training or retraining of employees in the skills required for new or changed jobs. . . . (52)

Selection of Trainees

Of the 344 training and retraining provisions, over three-quarters (262) established rules for selecting trainees (table 4). The bulk of the provisions involved on-going training programs for the currently employed. But clauses specifically directed at laid-off and displaced workers infrequently set measures for choosing trainees. Virtually all tuition aid programs (51 out of 52) stipulated the means of selection.

Many employers contend that selection of trainees falls exclusively within management's jurisdiction. They see training as an investment which logically should be protected by choosing those workers who are best suited to absorb the training. On the other hand, as noted earlier, the union views training as a means of improving potential earnings and enhancing job opportunities for members. As a consequence, the union attempts to eliminate favoritism in selecting trainees and to insure all workers affected by in-plant technological developments a retraining opportunity.

Agreement provisions concerned with selection can be arranged on a continuum running from management's exclusive right to school workers through arrangements that gave preference to certain members of the plant labor force.

Most prevalent were provisions which established management's right to choose trainees (table 4). Tuition aid programs, in which the company made a financial investment, were more likely to leave selection in the employer's hands. Hardly any program geared to displaced or laid-off workers gave management an exclusive right to choose trainees.

Among provisions which established the employer's control over trainee selection, were clauses which stipulated choice as the company's "function," or delegated management "the right to assign:"

The company shall continue, if possible, its practice of offering courses in the engineering field. Such courses may be given for undergraduate or graduate credit. The selection of . . . employees eligible to enroll in the course shall be the function of the company. . . . (53)

* * *

The company shall have the right to assign employees from other departments of the company to departments enumerated in this article, provided, however, that such detail or assignment shall be of a temporary nature or for training purposes and will not exceed a three-month period unless mutually agreed upon between the union and the company. (54)

Others tacitly advocated the employer's prerogative by stating that management "will" transfer for training purposes, or "may" hire or assign trainees:

The company will make lateral transfers within a distributing house location to provide such diversified training as the needs of the business necessitate. (55)

* * *

The company and the guild recognize that from time to time the company must bring into its organization inexperienced engineers with academic training. It is, therefore, agreed that the company may, without regard to the provisions . . . of this article, hire employees in training for professional engineering occupations and that such employees may be retained without regard to the provisions . . . of this article during their first two years of service with the company, but in no event beyond one year after the completion of such training, . . .

The company may also assign experienced engineers on the payroll to work study programs. . . . (56)

In one agreement, as long as the assignment of student trainees would not affect directly jobs within the bargaining unit, the union might only expect notification of who the trainees were:

When a company desires to put persons to work for the purpose of training them in a cannery job and not for the purpose of having them become permanent employees at such job, it may, without regard to the principle of seniority, put such persons to work, . . . A list of such persons shall be furnished to the local. (57)

In some cases management designated the organizational unit that would be authorized to choose trainees:

The classification "trainee" may be applied as described herein when employees with previous training are not available. It shall be the responsibility of the employment section of the industrial relations department to select employees for the trainee program. (58)

* * *

1. Management will provide a tuition-aid plan.

2. The plan is subject to the following features:

   a. Control of the plan will remain with management.

   b. Applicants must receive approval to pursue courses from a management committee prior to enrollment. (59)

In a number of provisions, the employer ceded some authority by stating that in the selecting of trainees, preference would be given to certain groups of workers. One of the broadest preferences gave bargaining unit workers a priority over new hires:

Management will give its fullest consideration to bargaining unit employees when making its selection for such trainee jobs. (60)

In others, preference was given to laid-off employees:

The employer agrees to extend a preference in accordance with length of service to laid off employees with reference to training on job openings, for which job opening there are no experienced applicants. The status of such employee shall be agreed upon by the employer and the union. (61)

Perhaps the best known of the last was the income extension aid program of General Electric and Westinghouse, which provided tuition aid to workers laid off for lack of work. [19]

In New York's photoengraving industry, management and union cooperatively retrained unemployed journeymen. Interestingly, the employer continued to reserve for himself the right to choose initially which of the unemployed would be retrained, but his selection then became subject to joint committee review:

The employers agree to undertake an on-the-job training program for no fewer than 15 unemployed journeymen each year for instruction in skills and techniques where there are job opportunities.

Management shall have the right to interview and select the retrainee journeyman applicant from the unemployed roll and shall engage him as a retrainee after being screened by the (joint) committee. (62)

The introduction of technological improvements in many industries and their subsequent impact on job security resulted in the development of two policies. First, provisions were negotiated which gave training priorities to workers directly affected by innovations. In effect, this policy implemented another which gave operators displaced by newly installed equipment first claim on jobs operating the new machines. Thus, claimants were given the opportunity to acquire the necessary skills to fill the new positions:

. . . In the event the company installs new equipment or processes, the incumbents on the jobs affected shall be given reasonable training in an effort to enable them to perform the new or changed job. During such training period and for a reasonable time thereafter in which the incumbents shall have opportunity to demonstrate their qualification, the new or changed job shall not be posted . . . After the incumbents have been placed, any further openings shall be filled through the job posting procedure. (63)

* * *

19 See clause illustration on p. 5.

Recognizing the fact that there will be changes resulting from the introduction of new and improved methods, processes, and production schedules, which in turn will affect the employees, the company will attempt to anticipate the establishment of new skilled jobs and, where practical, will assist qualified interested employees to secure training for the new jobs. (64)

* * *

In order to insure the orderly and most advantageous introduction of new types of equipment and new processes, the parties agree to meet upon request of either part to consider the development of programs for the retraining or rehabilitation of lithographic journeymen in new skills so that there shall be an adequate availability of the new skills required as the result of the introduction of such new types of equipment or new processes. The parties agree to cooperate fully so that there will be a minimum of layoffs. (65)

Second, provisions stipulated that employees displaced or laid off as the result of technological changes could be retrained for other bargaining unit employment instead of, or in addition to, jobs on the new equipment. Some provisions required retraining only for "substitute" jobs and gave no indication about the level of the work for which training was available relative to the employee's former job; others permitted training for bargaining unit positions at equivalent or lower levels:

In the event of any elimination of street cars and substitution of buses, the company shall provide instruction with pay for a period not to exceed 90 working days for all nonoperating employees affected by the elimination of street car service in order to assist such employees to qualify for substitute positions available. . . (66)

* * *

If the job of any regular employee is eliminated because of the institution of such machine or mechanical device, then the company shall endeavor to train any such employee in the knowledge and skill required to perform any equal or lower-rated job compared to his original job and further provided in the employer's opinion such employee has exhibited capability or potential for such training. . . (67)

Retraining under these provisions acted as only one means of cushioning the impact of technological change. As the following provision shows, training could be ancillary to other procedures—for instance, to transfers:

. . . In order to minimize the effect of such displacement upon such individual employees, it is therefore agreed that the employer will, prior to such displacement:

1. Endeavor to find other work within the division for which he may be qualified;

2. Failing in this, retrain the employee in either the new technologies or in other technologies to the extent of his capabilities and available job openings. . . . (68)

The most prevalent limitation on management's right to choose trainees, and also the most sweeping, substituted seniority for employer discretion. From the traditional union viewpoint, seniority represented the fairest selection procedure, one designed to eliminate both errors in judgment and possible favoritism. From management's viewpoint, such a system conceivably could mean that good prospects for advancement would be locked in by a system which slowed the pace of individual progress and made the labor force less responsive to employer demands.

The union position clearly dominated where selection by seniority was unmodified by other considerations:

Training programs will be provided either "on the job" or in auxiliary locations away from the job utilizing special equipment and instructors.

Applicants will be chosen in line with seniority to be trained on jobs of their choice . . . (69)

* * *

A reasonable number of employees shall be given the opportunity on a seniority basis to qualify for driving tractor-trailer trucks by receiving a training course at the expense of the publisher. (70)

* * *

. . . Seniority rights shall also prevail in the training of men for special jobs. (71)

* * *

. . . The company will endeavor to train employees in accordance with their seniority where practicable. (72)

The inclusion of other selection factors indicates that the employer's viewpoint was accorded consideration, although in varying degrees. In some clauses, seniority was given primary status to which other factors were subordinated:

Within each work group employees will be given opportunity to learn, in an orderly sequence, all phases of the work involved in their particular title classification. Selection of which employees receive training within a title classification is a matter of management decision, except that it is agreed that seniority will be given first consideration by the company in making such selection. (73)

Another provision treated seniority and other factors equally:

. . . Insofar as practicable, training assignments will be made by selection of men in the next lower job classification, and the men in each such group with most seniority will be given preference for such assignments, with due regard to seniority, ability, and skill . . . (74)

Still another agreement made seniority secondary to other factors:

> In the selection of employees for formal training which would result in equipping them for higher rated work in the bargaining unit, if more than one (1) employee has the necessary qualifications, seniority will determine the right to such training. (75)

One clause highlighted the problem of promotional opportunity for older members of the plant labor force by providing training to workers on the basis of their seniority:

> In cases of temporary vacancies . . ., the company shall, to the greatest degree consistent with efficiency . . . and . . . safety . . ., assign the employee with the longest continuous service in the unit, provided such employee desires the assignment. Such temporary assignments shall be regarded as training by which the company may assist employees older in service to become qualified for permanent promotion as promotion may be available. (76)

Nineteen provisions specified the factors that would be considered in training assignments. In some agreements testing has been utilized as a means of establishing whether workers have the basic aptitudes for training. In the following clause, the candidate for training must meet educational requirements besides establishing his ability to learn by submitting to tests:

> Trainee—machine tool operator: Must possess sufficient education and intelligence to learn the operation and functioning of various types of production machine tools and show some previous mechanical training or related experience. Must be able to demonstrate mechanical aptitude and adaptability and to pass tests in shop mathematics, blueprint reading and the use of simple measuring instruments. (77)

Because testing has become a particularly sensitive collective bargaining issue, the parties may compromise their views by agreeing to place limits on testing. In the illustration below the union was given the right to review or to participate in the administration of tests. Moreover, test questions were to be limited to the basic requirements of the job:

> To aid in the selection of employees for automated jobs the company may use qualifying tests. Test questions shall be specifically applicable to the knowledge required for the ability to learn the duties of such automated job. These tests shall then be available for review upon request of the authorized union representatives. It is understood that a score of 70 out of a possible 100 points will constitute a minimum qualifying score.
>
> The union upon its request may be a party to the administration of the testing program. (78)

Another provision involved an agreement between the parties to study the existing testing program, and its applicability to the selection of workers for training positions:

> The company (together with certain other companies) and the union have reached the following understandings with respect to the following subjects:
>
> a. Testing
>
> The companies and the union have not agreed on the subject of testing and, accordingly, have agreed to study the present practices and procedures with respect to the companies' use of written tests as an aid in determining the ability and qualifications of employees for advancement and transfer. Such study shall be completed not any later than June 1, 1966.
>
> The study shall include:
>
> 1. A study of written tests used by the companies as an aid in the selection of employees for promotion, for transfer, and for entrance into training programs (other than apprenticeship programs);
>
> 2. An examination of the relationship of tests to the qualifications required for the work in question; and
>
> 3. A survey of administrative procedures used in conjunction with testing programs. (79)

In addition to seniority, skill and ability, and testing, the trainee-candidate also may need to meet age requirements (minimum or maximum), physical standards, educational and work experience before he is selected for a training program:

> Apprentices and skilled trainees will be selected on the basis of the following factors:
>
> 1. Formal application and personal interview.
>
> 2. Age and physical condition.
>
> 3. Past school and work experience.
>
> 4. Results of uniform mental ability, aptitude and mathematics tests as shown in this appendix.
>
> 5. Other tests or demonstrations considered necessary to prove ability and interest.
>
> 6. When applicants with equal qualifications are being considered, the employee with the greatest seniority will be given preference. (80)

In its 1961 study of antidiscrimination provisions, [20] the Bureau found 15 agreements which prohibited discrimination in training programs. In the present study, one agreement went a step further by attempting to readjust the numbers of Negroes and Puerto Ricans in sales jobs:

> The board of examiners shall establish and supervise a training program in order to recruit, place on jobs and train sales clerks and cosmeticians.
>
> The training program will operate on a nondiscriminatory basis. However, it is agreed that until the imbalance relating to Negroes and Puerto Ricans is corrected, such factor shall be given due consideration in the selection of trainees. (81)

---

20 See, Antidiscrimination Provisions in Major Contracts, 1961 (BLS Bulletin 1336, 1962).

The 1961 Bureau study also included a number of general antidiscrimination clauses which applied to the entire agreement including training. These were not tabulated in the present study, but they undoubtedly have increased since 1961 in response to the direction of national and local civil rights policies and events.

Safeguarding Regular Employees in Nontraining Status

As noted earlier, under certain circumstances, in-plant training programs can generate fears that the job security, or other conditions which influence the earnings of workers not in training status will be affected detrimentally. Trainees temporarily assigned to production jobs as part of their schooling, for example, may cause concern among regular employees that their own layoffs are imminent. Upgrading skills can produce fears of surpluses in trained crafts within the plant, and hence a reduction of promotional opportunities. Finally, when the program utilizes on-the-job training, coveted overtime or weekend work may be limited. One-quarter (85) of the 344 training and retraining clauses have attempted to assuage these worries by establishing specific contractual safeguards.

Protective clauses were scattered among a wide variety of manufacturing and nonmanufacturing industries. No particularly strong clusters showed up in any. As might be expected, safeguards were related exclusively to training programs for currently employed workers. In the special programs for laid off or technologically displaced workers, safeguards were unnecessary because the programs were designed to provide the skills required for newly-created or vacant positions. The low total of contract safeguards suggests that tacit arrangements to protect regular workers in nontraining status already exist outside the contract, or that, in the operation of training programs, fears of layoff were discovered to be largely unfounded.

Worker safeguards took two major forms (table 5). The first stipulated that training programs would not "displace" or detrimentally affect employees who ordinarily performed work to which trainees were assigned. Some briefly stated that no layoffs would result. In their construction, they were identical with clauses found in subcontracting agreements, where job security was also at issue:

> The company has the right to assign any employee to any type of work required for training purposes. This training will in no way displace employees who are or might be regularly employed on such work. (82)
>
> * * *
>
> Whenever it is desirable to give practical experience to men with technical training, it is agreed that these men will not fill regularly established jobs to the detriment of the regular employees. This does not mean that such men may not temporarily assume the duties of established jobs during their period of training. (83)
>
> * * *
>
> It is understood that no employee shall be laid off from his job to make work available for a student. (84)

The second form set limits upon the size and scope of the training program. While size provisions were fewer in number than guarantees against layoff, their impact was greater because they covered more workers. One approach for controlling the size of training programs was to set the maximum number of jobs within a unit which could be used for training purposes:

> It is recognized that the company has certain obligations to furnish employment for the purpose of giving training and knowledge of its operations to future salesmen and others. Such training must be of an industry wide nature; and it is agreed that the company may designate to the union certain jobs throughout the various operations which are to be used for this purpose, and that such designated jobs shall be at the entire disposal of the company to be filled and used by the company as it sees fit.
>
> The number of such jobs shall not be in excess of the following: Fifteen jobs for Clearwater Lumber Manufacturing plants; five for Clearwater Veneer Plant; ten for Potlatch Plant; five for Rutledge Plant; ten for Headquarters Woods; ten for Bovill Woods; . . . (85)

More frequently the parties agreed to limit the maximum number of employees who could be trained within a given time period. In the second of the following illustrations, the length of the training period also was limited:

> In order to facilitate the training and development of especially qualified individuals, particularly those with an appropriate academic background, for executive, administrative and professional positions, the company may classify employees as special trainees. The number so classified shall not exceed twenty-five at any one time. . . . (86)
>
> * * *
>
> A reasonable number of management employees (not to exceed 60) may be assigned to station installation work (Monday through Friday, 8:00 A.M. to 5:00 P.M.) within the bargaining unit as part of a training program, and, while so assigned shall not be affected by provisions in this agreement. The training period of any group shall not exceed a period of eight weeks. It is mutually agreed that this arrangement shall not result in part-timing or layoffs of any regular employee working under this agreement. (87)

Several clauses related numerical restrictions to the size of the plant labor force. The number of trainees was thus a stipulated percentage of the plant's employment as is indicated in the provision below; or a ratio of trainees to a grouped unit of journeymen (e.g., 1 trainee to 25 journeymen). The latter approach, often found in apprentice programs, had only a small representation in other programs:

> The company maintains training groups for the purpose of training employees for positions of responsibility, meeting emergencies and balancing production.
>
> The number of trainees shall not exceed two and one-half (2-1/2) percent of the working force. (88)

Guarantees against layoffs and limits on the number of trainees appeared in combination in some agreements, displayed a number of variations, and operated in conjunction with an array of additional protections for regular workers in nontraining status. In the following provision, for example, assignment of trainees (a specified percentage of the bargaining unit) could not cause layoff, transfer, or demotion:

> In furtherance of the company's long term planning program to maintain at all times an adequate supervisory and administrative force, it is agreed between the parties that employees in numbers equal to one-half (1/2) of one (1) percent of the number of employees then in the bargaining unit may be designated as supervisory trainees to engage in various types and grades of productive work for the purposes of acquiring the practical experience deemed necessary by the company for advancement to a management position. Work done by a supervisory trainee, in any job represented by the brotherhood shall not exceed that required to become acquainted in general with company practices and procedures, nor shall it result in the layoff, demotion, or transfer of any employee performing that type and grade of work. In no event will the total tenure of training exceed three (3) years. (89)

On the other hand, demotion could be permitted, but only if the regular employee was protected from income loss:

> . . . If the assignment of such a man in training results in the demotion of an employee covered by this agreement the company shall maintain for the demoted employee the rate of pay of the classification from which he was demoted for the period he is displaced by the man in training. . . . (90)

The maximum allowable number of trainees could also be determined by the parties when the need arose. Protection in the previous provision consisted of guaranteeing a red-circle rate; in the following, the regular employee in nontraining status could neither be displaced nor suffer a diminution in earnings:

> . . . If it is necessary to displace a productive worker during his regularly scheduled shift to carry on such training, the employee so displaced shall receive his expected earnings rate or the incentive rate whichever is greater for the time he is displaced. The operator who is displaced will instruct the apprentice for the time he is on the operator's machine. (91)

Some training provisions stipulated that workers could not be displaced by virtue of the assignment of trainees in the bargaining unit, and that workers on layoff could not have their recall delayed because of the presence of trainees:

> The company may bring into the plant, trainees chosen for special training who may work on production. These trainees may amount to twelve (12) in number or one percent (1%) of the total factory work force, whichever is greater. The introduction of such trainees shall not displace any employee then working from employment, nor shall it be used to delay the recall of an employee from layoff. Such trainees shall be limited to work assignments with regular employees or in filling in for absentee workers. Such trainees shall not fill in for any given absentee employee for more than two (2) consecutive days. If regular employees who are normally assigned to fill in for absentees are available, they shall be assigned to such fill-in work, although the trainee may be assigned to work with such fill-in employees. (92)

Two provisions combined the features already described with an effort to safeguard overtime for regular employees. Note in the first clause that the number of trainees was limited to one at any time in a department and in the second to 1 trainee for every 400 regular workers:

> It is agreed between the parties that trainees . . . being put through company trainee programs for sales, engineering, and supervisory positions, may engage in actual work in various departments as long as they are not interfering with the recall of an employee from layoff, causing the layoff of an employee, or will not deprive a regular employee of opportunity for promotion or overtime. The trainee . . . will not do regular setting but may make setups where he will run the job out. (93)
>
> * * *
>
> The union agrees that the company may assign work in the shop to employees outside of the bargaining unit for the purpose of training personnel.
>
> Such work assignments shall not be for a duration of more than six (6) months and shall be made under the following conditions:
>
> 1. Such employees shall not work on an overtime basis on work in the shop departments.
>
> 2. They shall be moved from job to job as soon as they are sufficiently acquainted with the work. In no case will they remain more than two weeks on one job.
>
> 3. No seniority in the bargaining unit will be acquired during the period of this training program.
>
> 4. The number of employees on this program at any one time shall not exceed one trainee for every 400 employees in the bargaining unit.
>
> 5. The intent of the above conditions is that no such trainee shall do work in the shop where it will be to the detriment of the employees of the bargaining unit. (94)

Because of a fear of speed-ups, one provision promised that the work performance of salaried trainees would not be adopted as the standard for regular workers:

> Experimentation by and training of salary employees on any equipment will not require the presence of a bargaining unit employee unless one or more is assigned by the company for such work. It is understood that it is not the intent of the company to replace any bargaining unit employee by a salary employee through the exercise of this right, nor to use any salary employees work performance for purposes of establishing standards in any area covered by the labor agreement. (95)

Wages During Training

Fewer than one-quarter of the 344 training provisions (81) referred to wage payments for trainees (table 6). This relatively low percentage suggests either that the parties had agreed tacitly on training scales and considered it unnecessary to reduce their joint policy to contract language, or that their wage policy supplied them with sufficient flexibility to adapt scales on an ad hoc basis as particular programs were established.

No single wage practice emerged as an industrial pattern. Contract references tended to be scattered widely; no visible industrial concentrations or clusters evolved. However, wage clauses were concentrated among on-the-job training programs rather than among tuition aid programs, since the latter were concerned with fees for schooling, usually outside regular working hours. Provisions to establish training wages were also more highly clustered among programs for the currently employed relative to special programs for displaced and laid-off workers.[21] To a large degree, this practice resulted from the orientation of special programs towards the retention of workers in the plant's labor force.

Few as they were, training wage provisions reflected a wide variety of payment practices. The most prevalent were clauses that set scales at the same level as the trainee earned in his former job. This approach accounted for almost one-half of the provisions and workers in the study which set forth pay practices (table 6). Under these arrangements, workers would be paid the "journeymen scale," the "average" on his previous job, his "normal rate of pay," or would work at a higher-rated job "without an increase in pay." The workers' previous income level, under these provisions, therefore, was protected during training, but he would be working, in many instances, at less than the rate for the new job while acquiring the necessary skills:

> The tape-perforator training of journeymen shall be at the journeyman scale and shall be under the direction of the foreman. . . . (96)

* * *

> During the employee's training period (in manning new operations), he will be paid the average hourly rate of the job for which he was scheduled prior to his commencing the training. (97)

* * *

> For the purpose of training, an employee may be assigned, for a period not to exceed thirty (30) days, to perform work in a more highly paid classification at his normal rate of pay. . . . (98)

* * *

> An employe may be given training in a higher-rated classification than his own without an increase in pay, provided he works with and does not replace a regular employe who would be required to do this work . . . (99)

When the training required the employee to leave his workplace during scheduled hours, the arrangement could guarantee his wages, and even overtime, should the training exceed normal working hours, as in the following provision:

> Employes released from their normal work within their basic scheduled work periods and instructed to attend training courses and technical conferences as defined below, having to do with job qualifications or improvement, shall lose no basic scheduled pay for the time necessary to attend such meetings. If, however, such meetings extend beyond the employe's basic scheduled work period, the employe affected shall be paid the premium rate of time and one-half for actual time spent at such meetings outside of his basic scheduled work period. If such meetings are held completely outside of the employe's basic scheduled work period (such as evening for a day worker or on an employe's day off that cannot be rescheduled), then the employes so affected shall be paid at the time and one-half rate for the actual time spent at such meetings.
>
> Training courses, as mentioned above, are those courses which are conducted by and/or sponsored by the company and usually given during the normal daytime hours. These courses are designed to provide employes with specific occupational training. Technical conferences mentioned are meetings conducted by the company or manufacturing representatives at which detailed information is given regarding tools, equipment, or products utilized by the company. (100)

Deck officers who entered training programs generally received lodging and subsistence in addition to regular wages:

> The parties agree that the company shall operate a training program, if needed for the licensed deck officers to be assigned by the company, in cooperation with the union to mechanized, semi-mechanized or retrofit vessels. It is understood that as part of said training program, the licensed deck officers assigned by the company to said program shall be paid their base wages, lodging, and subsistence. (101)

---

21 Where pay rates were specified, special programs for laid-off workers almost uniformly protected the affected worker's former rate during training for a new job.

Scales could be set below rates on the former job. In the following provision, for instance, training scales lower than usual rates on the job could be agreed to voluntarily by a trainee as in the first illustration. In the second provision, a master agreement, training scales for hourly rated jobs were established, and those for incentive jobs were delegated to local determinations:

It is understood that nothing in the preceding paragraphs precludes an employee from agreeing to accept a lower rate of pay while . . . in training for a job paying a higher rate. . . . (102)

* * *

When employees are faced with layoffs or contemplated layoffs caused by automation, mechanization, or other reasons and in cases of contemplated plant expansions or changes in plant technology or otherwise, employees with three or more full years of continuous service may be retrained and/or reassigned to acquire necessary skills for jobs requirings such skills. . . .

Notwithstanding any other provisions of this contract, the amount payable during each hour worked on such retraining and/or reassignment for hourly employees on daywork and for salaried employees shall be no less than 95 percent of the job rate of the job on which he last worked in the workweek immediately prior to his starting on such training or reassignment.

In case of an incentive employee the rate that he will receive during such retraining and/or reassignment shall be negotiated locally. (3)

In one agreement, a trainee would be paid at his old rate as long as his scale fell between a stipulated job grade, which acted as a minimum, and the rate of the job for which the worker was being trained, which acted as the maximum:

It is the intent and purpose of this section to provide an equitable method of compensating employees who are being trained for jobs other than trade or craft jobs. . . . If a trainee job is filled through transfer . . ., such employee shall continue to receive during his full training period the standard hourly rate applying to the job from which he transferred, provided such rate is not less than the standard hourly rate applying to job class 2 and is not greater than the standard hourly rate applying to the job for which he is being trained. In the event of the former, he shall receive the standard hourly rate applying to job class 2; in the event of the latter, he shall receive the standard hourly rate applying to the job for which he is being trained . . . (6)

In a variation, the trainee's old job scale would be paid only if it were lower than the new job rate. Again, there was a stipulated job grade—as in the clause above—which apparently was the lowest of the three scales provided. However, its application was limited to trainees who transferred from jobs from which they would have been laid off:

Any employee so selected shall be assigned as an extra man for training on the job to which he is assigned, and during his assignment for training shall be paid, (1) the standard hourly wage scale rate for class 2 in the case of an employee assigned for training from a job in which no work is then available to him, or (2) the lower of (a) the standard hourly wage scale rate of the job from which he was assigned for training, or (b) the standard hourly wage scale rate of the job on which he is being trained. (103)

Twenty-two agreements established automatic progressions for trainees. As a rule, the starting rate was set at a point below the journeymen's scale. A trainee's compensation then was increased automatically in what could be assumed to be a general relationship to his progress in the course of training:

The base rate of trainees, exclusive of cost-of-living, shall be not more than 40 cents less than the journeyman's starting rate with a 5 cent automatic increase each 3 months until the working rate of the journeyman is reached. (9)

* * *

Fry cook trainee shall mean an employee . . . whom the employer wishes to train as a fry cook. The trainee shall work with and/or under the direction of a cook for the first nine months of his training period. He shall be paid the wage scale set forth . . .

First 3 months, $11.90
Second 3 months, $12.95
Third 3 months, $14.00
Fourth 3 months, $15.05 (104)

* * *

The parties agree to institute a training program as provided in this article . . . Any employee classified as an improver (intermediate rate) shall be paid a rate (14 cents above helper rate) for a period not to exceed 6 months . . . At the end of a maximum 6 calendar months of training as an improver, the employee shall be classified as a mechanic, reclassified as a helper or terminated as the company may determine . . . (105)

The starting rate in the progression could also be the trainee's rate on his former job as the following illustration shows:

The rate of pay for a trainee shall be no lower than the minimum rate of two classes below the class of the job for which he is training. However, if the employee's current rate is higher than the minimum rate stated above, such rate would be the employee's starting trainee rate. The trainee shall receive automatic increases to successive steps in the rate schedule every 3 months until reaching the minimum rate of the job for which he is training. . . . (106)

Training wage progressions could be expressed as a percent of the journeymen's scale rather than in dollars:

> . . . The rate of pay and training periods for such trainees shall be as follows:
>
> 50 percent of the journeyman scale during the first 3 months;
> 60 percent during the succeeding 2 months;
> 70 percent during the succeeding 2 months;
> 80 percent during the succeeding 2 months;
> 90 percent during the succeeding 3 months;
>
> After which the trainee shall be classified as a journeyman and shall be paid the full journeyman scale. (107)

In one clause, the principle of progression was established, but rates were to be determined on an individual basis:

> Wages shall be progressive to reflect the learner's progress. The learner shall be paid the following rates:
>
> 1. For all day work when the rate of the class assigned to such work is greater.
>
> 2. For any incentive work when his earnings are less than the day work rate of the class assigned to such work.
>
> (Training rates will be listed here). (108)

There were 12 provisions which guaranteed trainees the pay for the job to which they were assigned. Among these were several which stipulated that the trainee's scale could be set either at the minimum or in the middle of the rate range:

> When an employee carrying a classification of a lower grade is assigned to full time training for a higher grade position, her title and compensation shall be changed to that of the particular position for which she is being trained, at the time she starts her training. (109)
>
> * * *
>
> In order to facilitate the training and development of especially qualified individuals, particularly those with an appropriate academic background for executive, administrative, and professional positions, the company may classify employees as special trainees. . . . They shall be paid within the rate range established for the job classification which they are assigned to perform, and shall not hold the classification of special trainee for a period in excess of two (2) years. (110)
>
> * * *
>
> . . . Special trainees will be paid within the rate range of the job classification to which they are assigned, and no individual shall hold classification of special trainee in excess of two (2) years. (27)

Finally, a very few clauses deferred negotiation of training scales to some later time, for example:

> While in training the trainees shall be paid the rate established by mutual agreement between the employer and the union . . . (13)

Post-Training Guarantees

Only 36 of 344 training and retraining provisions guaranteed post-training jobs to workers or ensured employers that workers who had been schooled would take vacant positions which utilized their new skills. This low proportion resulted apparently from a combination of several factors. In a great many instances, workers take training for jobs which are available and for which they hope to qualify. Either they progress automatically to the full job rate, as noted earlier, or they remain on the job and receive an interim classification and pay scale commensurate to their new qualifications. Management's decision to invest in a training program carries with it a tacit guarantee to workers that their new or improved skills will be utilized. Otherwise, the investment in training would be wasteful expense. Finally, a worker's decision to take a trainee position usually is motivated by his desire to enhance his job security or earnings potential, each of these motives sometimes requires the worker to fill vacancies in classifications where his aptitudes are needed, although trainees do take their new skills to other employers.

Twenty-four of the 36 guarantees provided that the employer would assign employees to jobs at a higher classification and scale. In the following provisions, for example, the graduating trainee would receive the rate of pay for the job:

> . . . Upon completion of this training, the employee shall receive the rate of pay for the job and shall be considered a fully qualified employee . . . (111)

Within the general guarantee of a job, the employer could provide broad leeway in assignment, although seniority could act to limit his choices to some degree:

> . . . Upon graduation from such managerial training, the successful applicant may be assigned in accordance with district seniority . . . to any district office managerial or relief managerial vacancy within the district. . . . (112)

The employer could be restricted by limiting the power to assign a worker to a job for which he was trained. However, this limitation may be qualified by factors such as seniority and physical fitness:

In the event an employee successfully bids for a posted or orally offered trainee job, and is determined to be qualified after the training period, that employee will be confined to work on jobs of the type for which he was trained or higher rated jobs so long as his seniority and physical fitness rates him that type of work. . . . (113)

If the employer has schooled workers in anticipation of future openings, the graduate of training could be assigned to an intermediate job classification and scale if no openings were immediately available:

The company will train the helper to become a spare operator of the tube reducer unit and when he is qualified he will be paid the spare operator rate.

When the regular operator is absent or some temporary vacancy occurs, the spare operator of that shift will automatically fill the operator's position and will receive the operator's rate.

When a permanent opening occurs . . . in the operator classification, it will be open to other operators or spare operators on the basis of seniority. (114)

Time limits could be place upon management: these limits could require management to place trainees in, or promote them to, higher-rated jobs within a specified number of months:

Employees may be trained in any office or on any regular shift. The company will give an employee his first regular assignment within a period of one (1) year after his entrance into training, excluding any periods of absence of thirty (30) days or longer. The company will determine when such an assignment will be made. (115)

In one instance, the employer's job pledge covered a major proportion of the trainees. Not all need receive assignments, however:

Engineering and sales trainees may be assigned for practical instruction and experience in the plant for periods not to exceed a total of six (6) months. At least eighty (80) percent of such trainees will be assigned positions within the sales and engineering departments upon completion of their training period. (116)

Fewer provisions held workers to a pledge to take the assignments offered by management. In total, these accounted for only 12 of 36 provisions. The first provision stated the employee's obligation required him to take the job when it opened or to wait for an opening in the job for which he was trained. In the second clause, the employee could not bid for a vacancy for which he had been qualified prior to training:

. . . An employee who accepts this opportunity of fixer training must take the job when it becomes open, regardless of area or shift. . . . When there are two or more openings in the fixer progression training program, the most senior employee shall have first choice of the openings available. However, once the choice has been made and he has completed his training he must await an opening of the type fixing job for which he has trained. (117)

* * *

The employers will train skilled men and administer the necessary training programs. The employers must be satisfied as to the qualifications of the men so trained and make the determination that they are skilled men. Such men shall be jointly certified. In turn, the men so trained, as well as the men already trained and/or qualified have the obligation to work in the skills in which they have been trained or are already qualified. (118)

Where jobs were dispersed geographically, the worker's guarantee to management could include his agreement to any assignment at a time and at a location that was appropriate:

. . . However, it is recognized that: Employees in job classifications such as meter technicians who are hired and trained with the understanding that they are to hold themselves in readiness for future field assignments in any location must, as a condition of continued employment, accept transfers to an appropriate location at an appropriate time as determined by management. (119)

One provision stipulated that the worker must remain in his job for a given time period:

When an employee moves into labor grade 7 welding after completion of welding training in the company's school, he shall not be permitted to demote himself out of the welding unit for a period of nine (9) months (including the training time). (120)

Table 4. Selection of Trainees in Training and Retraining Provisions in Major Collective Bargaining Agreements, 1966–67 [1]

(Workers in thousands)

Method of selection[2]	Agreements	Workers
Total referring to method of selection	262	1,964.0
Management's right	114	1,065.9
Preference to in-plant workers	15	87.5
Preference to laid-off workers	41	414.7
Selection by seniority or job bidding	73	338.3
Preference to workers affected by technological changes	50	475.2
Other selection factors	19	66.6

[1] Initial tabulations were concerned only with locating training and retraining provisions. These were based upon a universe of 1,823 major collective bargaining agreements in effect during 1965–66. The detailed analysis of the 344 provisions which were found occurred some months later. Of these 344 provisions, three-quarters were in effect in 1967 or later and the remainder in 1966.

[2] Nonadditive. Some agreements provide more than 1 selection method, especially where more than one training program is in operation.

NOTE: Because of rounding, sums of individual items may not equal totals.

Table 5. Provisions Safeguarding Regular Employees in Nontraining Status in Major Collective Bargaining Agreements, 1966–67[1]

(Workers in thousands)

Provisions	Agreements	Workers
Total training provisions	344	2,351.6
Total safeguarding regular employees	85	435.3
Regular employees will not be laid off	39	133.1
Number of trainees limited	30	233.7
No layoff and trainees limited	16	68.6
No safeguards	259	1,916.3

[1] Initial tabulations were concerned only with locating training and retraining provisions. These were based upon a universe of 1,823 major collective bargaining agreements in effect during 1965–66. The detailed analysis of the 344 provisions which were found occurred some months later. Of these 344 provisions, three-quarters were in effect in 1967 or later and the remainder in 1966.

NOTE: Because of rounding, sums of individual items may not equal totals.

Table 6. Wages During Training in Major Collective Bargaining Agreements, 1966–67 [1]

(Workers in thousands)

Wage practices	Agreements	Workers
Total training provisions	344	2,351.6
Total referring to wage practices	81	337.8
Payment of former rate	37	148.0
Wage progression	22	80.9
Payment of new job rate	12	87.9
Wages to be negotiated	5	12.9
More than one wage practice	5	8.1
No reference	263	2,013.8

[1] Initial tabulations were concerned only with locating training and retraining provisions. These were based upon a universe of 1,823 major collective bargaining agreements in effect during 1965–66. The detailed analysis of the 344 provisions which were found occurred some months later. Of these 344 provisions, three-quarters were in effect in 1967 or later and the remainder in 1966.

NOTE: Because of rounding, sums of individual items may not equal totals.

Appendix A. Selected Training and Retraining Provisions

To illustrate training and retraining provisions as a whole, the entire provisions from selected agreements are reproduced below.

From the agreement between
The General Tire and Rubber Company and the International Union of the United Rubber, Cork, Linoleum and Plastic Workers of America, AFL-CIO
(expiration date: May 1970)

The company shall have the right to place a number of trainees throughout the plant not to exceed one (1) percent of the factory enrollment. These trainees will be used for educational and self-training purposes. They shall not displace actively employed employees. Nor will they be used to balance production, but may be assigned to idle equipment for a reasonable period of self-training. The local union will be furnished a complete, up-to-date list of these trainees.

From the agreement between
Publix Shirt Corporation and the Amalgamated Clothing Workers of America, AFL-CIO
(expiration date: August 1969)

B. The employer agrees to extend a preference in accordance with length of service to laid-off employees with reference to training on job openings, for which job openings there are no experienced applicants. The status of such employees shall be agreed upon by the employer and the union.

Letters of Intent from
General Motors Corporation to the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America
(expiration date: September 1970)

International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

December 15, 1967

Attention: Mr. Leonard Woodcock
Vice President and Director
General Motors Department

Gentlemen:

The corporation offers and administers a tuition refund program under which employees will, under such terms and conditions as the corporation may from time to time establish, receive a tuition refund not to exceed $250 a calendar year ($350 a calendar year for approved courses taken at an accredited 4-year college) upon completion of an approved job-related courses at an approved educational or training institution during nonworking hours while on the active roll of the company.

The following programs are considered job related and will be approved when the needs cannot be met within the corporation:

a. Courses which will improve the employee's skill on his present job. This includes courses designed to update employes in the technology of their trade or occupation.

b. Courses which relate to the next job in the logical development of our employe's career.

c. Courses which will prepare an employe for openings that are expected to occur in the future and for which a sufficient number of qualified employes are not available.

d. Courses taken to complete the requirements for a grammar school certificate or high school diploma.

e. Any literacy courses or courses in fundamental reading and mathematics. These include courses usually designed to teach sixth grade competency in reading, writing, and numerical skills.

f. Any required or pertinent elective courses taken in a degree seeking program in a field related to the employe's job or appropriate to his career in General Motors Corporation.

Very truly yours,
/s/ Earl R. Bramblett
Earl R. Bramblett
Director of Labor Relations

December 15, 1967

International Union, United
Automobile, Aerospace and
Agricultural Implement Workers
of America, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Attention: Mr. Leonard Woodcock
Vice President and Director
General Motors Department

Gentlemen:

This will confirm our advice to you in our recent contract negotiations that subject to the conditions of the tuition refund program, the corporation's tuition refund program is applicable to courses of instruction in approved educational or training institutions directed towards qualifying an employee as an apprentice in the skilled trades. In this connection General Motors Corporation will cooperate and work with such education and training institutions in the development of courses directed toward qualifying an employee as an apprentice in the skilled trades.

Very truly yours,
/s/ Earl R. Bramblett
Earl R. Bramblett
Director of Labor Relations

From the agreement between
Humble Oil and Refining and Enjay Chemical Company and the Independent Industrial Workers' Union
(expiration date: April 1969)

Training Assignment

Training

When an employee who is being considered for a permanent vacancy is not qualified, then, unless the company has notified him in writing at least 60 days before the vacancy occurs that it does not believe that he could become qualified by working in the vacant job or in some lower job, the following rule applies:

If there is a vacancy in one or more such jobs, the company shall offer the employee a training assignment beginning in one such vacant job, and shall give him a reasonable opportunity to say whether he is interested. If he says he is interested, then

a. He shall be placed in the training assignment no later than the second Monday that occurs after the job becomes a permanent vacancy; and

b. The schedule that he shall work and the days off that he shall have shall be determined in the same manner as if he were qualified and were placed in the vacancy.

Classification While Training

Except as stated /elsewhere in the contract/ an employee, while in training assignment, shall be treated as a permanent holder of a job in the classification which contains the vacancy for which he is training.

Leaving Training Assignment

a. An employee shall be taken out of a training assignment and returned to a job in his last regular classification before entering the training assignment no later than the second Monday after the occurrence of one of the following:

1. He elects to return.
2. The company no longer believes he can become qualified.
3. Some other employee displaces him.

b. When an employee is taken out of a training assignment because he elects to return, or the company no longer believes he can become qualified, his service while in the training assignment shall be credited in his last regular classification before entering the training assignment.

From the agreement between
Lockheed Aircraft Corporation and the International Association of Machinists and Aerospace Workers, AFL-CIO
(expiration date: July 1968)

Section 3, Educational Facilities

The company shall continue to cooperate with the union's educational committee to make certain education facilities available to its employees, in order that they may receive training to qualify them for work in more than one department in the plants, if they so desire.

An employee satisfactorily completing an outside training course which has been approved in writing by the company prior to employee's beginning such course will be reimbursed by the company in an amount equal to seventy-five percent (75%) of the approved tuition fee paid by the employee.

From the agreement between
Pacific Telephone and Telegraph Company and Bell Telephone Company of Nevada and the International Brotherhood of Electrical Workers, AFL-CIO
(expiration date: October 1969)

Article 13—Training

Section 13.1. Employees may be trained in any office or on any shift. The company will give an employee his first regular assignment within a period of one (1) year after his entry into training, excluding any periods of absence of thirty (30) days or longer. The company will determine when such an assignment will be made.

Section 13.2. Employee training as used in this Article 13, shall mean classroom training or on-the-job training for purposes of improving the employee's knowledge and/or skill.

From the agreement between
The Heil Company and the United Steelworkers of America, AFL-CIO
(expiration date: April 1969)

When the installation of new equipment results in layoff of employees who have acquired seniority, the company will provide reasonable training opportunities in order that they may become qualified for other jobs related to their present skills to which their seniority entitles them. If such training is provided outside of working hours, it shall be on the employee's own time.

In the event the company installs new equipment or processes the incumbents on the jobs affected shall be given reasonable training in an effort to enable them to perform the new or changed job. During such training period and for a reasonable time thereafter in which the incumbents shall have opportunity to demonstrate their qualification, the new or changed job shall not be posted under /provisions elsewhere in the contract/. After the incumbents have been placed, any further openings shall be filled through the job posting procedure.

From the agreement between
Hughes Aircraft Company and the International Association of Machinists and Aerospace Workers, AFL-CIO
(expiration date: October 1969)

It is recognized that the best interests of the employee group, the union, the company, and the Nation require that the employer will utilize the most efficient machines, processes, methods, and materials in order to compete most effectively as a company, provide economically secure jobs for employees and support a strong and growing Nation.

It is further recognized that in utilizing new machines, processes, methods, and materials, certain employees may be permanently displaced from their jobs by the new technologies. In order to minimize the effect of such displacement upon such individual employees, it is therefore agreed that the employer will, prior to such displacement:

1. Endeavor to find other work within the division for which the employee may be qualified;
2. Failing in this, retrain the employee in either the new technologies or in other technologies to the extent of his capabilities and available job openings;

and for those employees who are not provided with other jobs or training opportunities as described in 1 and 2 above and who are laid off, the employer will:

3. Provide economic assistance to the extent described /elsewhere in the contract/. In addition, the company will assist laid-off employees in enrolling in retraining programs, such as Manpower Development and Training Act, which are provided by Federal and State governments for the retraining of employees displaced by changing technologies.

Appendix B. Union Sponsored Training and Retraining Programs in the Maritime Industry

In recent years, formal occupational training and retraining have taken on new importance as a means of meeting manpower demands. Nowhere is this more true than in the maritime industry. The industry is characterized by an ever increasing rate of modernization and technological change. New occupations and skills have been created and old ones made obsolete by the new, highly automated passenger and cargo ships which require a level of technical sophistication unknown before. The need for formal training programs at every level as a necessary adjunct to informal or on-the-job training is recognized increasingly by labor and management. At the entry level, programs are maintained to introduce beginning seamen to both the duties and the special social and physical environment to be expected on ships at sea. At higher levels, programs are maintained to enable experienced seamen to acquire the theoretical and practical knowledge required by the new technologies and for upgrading.

Unlike employers in most industries, maritime firms rarely conduct formal training programs themselves. These programs are sponsored largely by Federal and State agencies, private schools, and to an increasing extent, by maritime trade unions. In large part this practice is due to the nature of the industry. Seamen, particularly at the lower levels, rarely are attached permanently to a single employer. Shipping schedules require most seamen to move among ships and employers to remain steadily employed. In addition, the industry suffers from a high rate of attrition, because many seamen, tiring of life at sea and away from families, use their skills to obtain land based employment.[22] Under such conditions, the costs to individual employers of maintaining training schools, relative to the value received, would be impossible to determine. Instead, shipping firms rely on public and private facilities and pay predetermined sums, based on the amount of union labor used, toward the operation of union-sponsored training schools. The unions in return have a contractual obligation to supply the shipping companies with adequate numbers of trained seamen.

Within the past few years, the increase in shipping activity which has resulted from the war in Viet Nam has created actual or potential shortages of both licensed officers and unlicensed personnel. The facilities maintained by public agencies and private schools have proved inadequate to meet growing demands; some were closed permanently during earlier declines in maritime activity. As a result, the maritime unions have been pressed to expand their role in training seamen. Existing union training facilities have been enlarged and new ones acquired. Some unions that formerly had no formal training programs have established new ones. The four largest maritime unions (the Seafarers' International Union, the National Maritime Union, the Marine Engineers' Beneficial Association, and the Masters, Mates and Pilots) now maintain comprehensive programs to ease the current shortages.

Training and Retraining in the Seafarers' International Union[23]

The 80,000 member Seafarers' International Union (SIU) is one of the largest labor organizations of unlicensed maritime personnel. Three West Coast SIU affiliates (the Sailors' Union of the Pacific, the Marine Firemen, Oilers, Watertenders and Wipers, and the Marine

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[22] It is estimated for example that in the mid-1960's less than 10 percent of the graduates of the six federally-sponsored maritime academies remained at sea for more than 5 years following graduation. This figure was obtained from various sources, including R. Spencer, MEBA School for Marine Engineers and Neil McArthur, U. S. Department of Labor, Washington, D.C.

[23] Total membership figures include some members of affiliated unions whose principal organizing activities are outside the maritime industry.

Much of the information contained in this section was obtained during personal interviews at SIU headquarters, 675 Fourth Avenue, Brooklyn, N.Y., on Aug. 10, 1966, with the following union officials: Mr. Paul Hall, President, Seafarers' International Union; Mr. Earl Shepard, Vice President, Atlantic and Gulf District, and Trustee, Harry Lundeberg Training Fund; Mr. Anthony Concalves, Administrator, Harry Lundeberg School of Seamanship.

Cooks and Stewards) conduct formal training programs. However, the program conducted in the Atlantic and Gulf Ports by the International's Harry Lundeberg School of Seamanship is the most comprehensive and extensive. The school named after the former Seafarers' president, was established in 1956 to meet the needs of young men interested in careers at sea. It was designed to fill a gap created when special schools operated by the Federal Government closed in 1952. Funds for the school's operation are provided by employers under contract to the SIU.

Applicants for the entry rating program must meet physical requirements established by the U.S. Coast Guard for Merchant Marine employment. The complete 30-day course (formerly 60 days) is tuition free. Comfortable living quarters, meals, medical, and recreational facilities are provided, and trainees are allowed a small weekly personal allowance. Experienced seamen conduct classes in seamanship, lifeboat training, shipboard sanitation, galley and shipboard orientation, and general union orientation. The school maintains a specially equipped marina with modern lifeboat, galley, deck, and engineroom gear to supplement classroom instruction. Trainees also make frequent visits to vessels in port to undertake practical on-the-job training. Upon completion of training, and after 60 days at sea, graduates are eligible for class B seniority in the Seafarers' Union.

In the first 10 years of its operation, the school trained more than 7,000 men between the ages of 17 and 23 in the skills needed for entry into the Merchant Marine. The Lundeberg School also conducts advanced courses for experienced seamen in deck, steward, or engineroom skills needed to meet requirements for upgrading. Many SIU members have taken advantage of this opportunity to train for higher paid occupations and to keep pace with changing maritime technologies.

In response to a revived industry interest in the rating of pharmacists mate in late 1966, the SIU affiliated Staff Officers Association established a new purser-pharmacist mate training school at Staten Island, N.Y. By December 1967, the school, financed from funds received under the Manpower Development and Training Act of 1962 (MDTA), had qualified 58 pursers for the pharmacists mate rating.[24]

In addition to the principal training facilities in the port of New York, the SIU maintains branches at New Orleans, Baltimore, Houston, and Mobile. In mid-1967, the SIU announced that it had acquired property at Piney Point, Md., for use as a training and recreational center. According to union sources, this facility puts the SIU Atlantic and Gulf District in a position to meet whatever demands may arise in the course of the present international situation.[25]

The Marine Engineers' Beneficial Association (MEBA) and Joint MEBA-SIU Training Programs[26]

The National Marine Engineers' Beneficial Association's 11,000 members make it the largest American union of licensed merchant seamen. While this union has long encouraged its members to upgrade themselves through training, a surplus of engineroom officers during the 1950's and early 1960's precluded the establishment of a union-sponsored training school. During that period many officers could obtain employment only by sailing for wages below their regular ratings. By 1965, the surplus had disappeared and MEBA's District 2 moved to establish the School of Marine Engineering at New York. The school, financed

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24 Seafarers Log, Nov. 25, 1966, p. 2; Seafarers Log, Dec. 22, 1967.

25 Seafarers Log, July 7, 1967, pp. 2 and 4.

26 Much of the information contained in this section was obtained during personal interviews conducted by Allen D. Spritzer at the MEBA District 2 School of Marine Engineering, 275 20th Street, Brooklyn, N.Y., on Aug. 9, 1966, with the following union officials: Mr. Ronald R. Spencer, School of Marine Engineering; Mr. Leon Berlage, Secretary-Treasurer, District 2, MEBA and Trustee, MEBA Safety and Education Fund.

through employer contributions, provides both the mathematical and practical knowledge required for MEBA members to advance to higher ratings. While in training, MEBA members receive, in addition to meals and lodging, a weekly subsistence allowance ranging from $154 to $194 a week. During the first year of its operation the school qualified 75 MEBA licensed engineers for higher ratings. [27]

In response to the shortage of officers, in early 1966 the MEBA District 2 and SIU cooperated in launching a new 30- to 90-day training program designed for upgrading unlicensed SIU members to licensed engineers ratings. (A similar but smaller training agreement with unions respresenting licensed deck personnel was concluded somewhat later.) To qualify for license training, SIU members must have at least 3 years of shipboard experience in specified occupational categories. Trainees are allowed $110 a week plus food and lodging to help make up for lost earnings.

Before sufficient numbers of SIU members could be attracted to the program, further cooperation between the two unions was necessary to allay the Seafarers' fears of losing both SIU seniority and pension rights upon moving to licensed positions. An agreement provided that seamen who completed their training successfully may hold membership in both unions and will retain all SIU pension rights.. In addition, the MEBA agreed to waive the customary $1,000 initiation fee for the duration of the Viet Nam crisis.

By early 1968, the joint SIU-MEBA District 2 program had graduated 216 SIU members to licensed engineers ratings. Twenty-three other SIU seamen completed the training needed for licensing as deck officers. [28]

The Apprentice Engineer-Training Program

Rivalries and divergences of opinion are common among unions in the maritime industry. Even within an international union, relatively autonomous district and local leaderships may have contrasting attitudes toward the training and retraining of seamen. Thus, in 1966, at a time when MEBA District 2 was cooperating closely with the SIU in the upgrading of unlicensed personnel, the leadership of MEBA District 1 advanced a proposal which was to have serious repercussions on SIU-MEBA relations. With the approval of the U.S. Coast Guard in late 1966, the district proposed to establish a new apprentice engineer rating. Under the plan, designed to ease the continuing shortage of engine department officers, high school graduates were to be selected for a 2-year training program leading to the rating of third engineer. A year of the training was to be taken in the classroom and a year at sea as an apprentice engineer. [29] Trainees were to be paid $200 a month. The licensed maritime unions and the NMU accepted the new rating. The SIU claimed that the proposed new program was a dual threat to its unlicensed members, because the apprentice engineer would do work which properly belonged to SIU seamen, and at the same time reduce opportunities of seafarers for advancement to licensed positions. In addition, argued SIU leaders, the program would be slower and less efficient than one that used experienced SIU personnel. [30]

Despite SIU objections, the Licensed Engineer Apprenticeship Program (LEAP) was placed in operation. The issue remained unresolved, and a number of strikes occurred in the fall and winter of 1967–68, as SIU seamen refused to ship out on vessels carrying apprentice engineers. Carrying the new rating was left to the discretion of the owners. In early 1968, the SIU filed charges with the AFL-CIO; the charges claimed raiding by the MEBA in violation of the federation's constitutional provisions. [31] In March 1968, a 3-man committee of the AFL-CIO executive council ruled that in placing unlicensed apprentice engineers aboard vessels under SIU contract, the MEBA had infringed on the SIU jurisdiction of unlicensed personnel.

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27 AFL-CIO News, Jan. 21, 1967, p. 11.
28 Seafarers Log, Feb. 2, 1968, p. 6.
29 New York Times, Sept. 7, 1966, p. 16.
30 AFL-CIO News, Nov. 27, 1966; Seafarers Log, Dec. 9, 1966, p. 6 and Nov. 25, 1966, p. 3.
31 New York Times, Jan. 3, 1968, p. 94:1; Jan. 25, 1968; and Jan. 13, 1968, p. 61:4.

National Maritime Union Training Programs[32]

As early as October 1964, the 45,000-member National Maritime Union began a limited program to upgrade its unlicensed union members. The program was financed under a jointly administered pension and welfare plan. A comprehensive retraining and upgrading program was initiated in May 1966, when space was made available by the completion of the union's Health, Training, and Recreation Center in New York City.

Unlike the program of the Seafarers, the NMU training program does not emphasize the instruction of entrants or license training for maritime officers. Instead it seeks to instruct students in the most advanced unlicensed skills in the deck, stewards, and engine departments on both cargo and passenger vessels. A curriculum of 22 courses, varying in length from 3 to 12 weeks, are offered to NMU members who have at least 6 months of sea time. During the first year of its operation, the program qualified more than 1,000 unlicensed seamen for higher classifications. About 47 percent were trained in engineroom skills, 32 percent in stewards department skills, and the remaining 21 percent in deck skills.[33] While in training, the seamen receive $40 a week from the jointly administered NMU pension and welfare plan in addition to meals and living quarters. A part of the training costs are financed by grants from the U.S. Department of Labor under MDTA, and from the Military Sea Transport Service.[34]

While the program is designed to enable seamen to qualify for higher unlicensed ratings, NMU affiliated unions for licensed officers maintain programs that qualify unlicensed seamen for licensed ratings. A 12-week training program for upgrading to licensed engineer position is sponsored by the Brotherhood of Marine Officers at the Marine Officer's Training Center, Hoboken, N.J. The school is supported in part by grants from the State of New Jersey and from the U.S. Department of Labor under the MDTA.[35] In 1967, the affiliated United Marine Division began a program for training tugboat officers.[36]

The Masters, Mates, and Pilots Training Program

The Masters, Mates and Pilots Union, 10,000 members, also is increasingly active in the training and retraining of seamen. In late 1966, the union opened a new training school at Galveston, Tex., to qualify unlicensed seamen for positions as deck officers and to help ease officer shortages brought on by the Viet Nam conflict. The program, entitled the Maritime Advancement, Training, Education, and Safety Program—MATES for short—is financed jointly by union and industry. Subsistence payments averaging $400 a month are made to participants during the 90-day training program. The MATES school is equipped with a training ship, the Texas Clipper, on which trainees may apply the skills learned in the classroom in practical situations.[37]

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32 Much of the information contained in this section was obtained during personal interviews conducted by Allen D. Spritzer at the NMU Health, Training, and Recreational Center, 346 West 17th Street, New York, N.Y., on Aug. 8, 1966, with the following union officials: Mr. Robert Barrone, Training Director, Brotherhood of Marine Officers, Hoboken, N.J.; Captain Pierce R. Becker, Training Director, NMU Upgrading and Retraining School (Captain Becker since has been replaced by Captain Harvey A. Clark).

33 NMU Pilot, Aug. 1967, pp. 6 and 10; and June 1967, pp. 8 and 9.

34 New York Times, Aug. 3, 1967, p. 67:1.

35 NMU Pilot, January 1967, p. 5.

36 Ibid., June 1967.

In June 1968 the NMU and MEBA agreed to permit transfer of pension credits between the two unions. This may result in a greater demand by NMU seamen for training leading to licensed MEBA ratings.

37 AFL-CIO News, Jan. 21, 1967, p. 9.

Appendix C. Identification of Clauses

Clause number	Employer and Union	Expiration date
1	United States Steel Corp. Steelworkers (USA).	July 1968
2	Kaiser Steel Corp. Steelworkers (USA).	July 1968
3	General Electric Co. Electrical, United (UE) (Ind.).	October 1969
4	American Machine and Foundry Co. Auto Workers (UAW)(Ind.).	January 1968
5	Metropolitan Container Council, Inc. Retail, Wholesale and Department Store Union (RWDSU).	September 1968
6	Kaiser Aluminum and Chemical Corp. Steelworkers (USA).	May 1968
7	American Can Co., - Glass operations. Glass Bottle Blowers (GBBA).	April 1968
8	Union Carbide Corp., - Oak Ridge plant. Oil, Chemical and Atomic Workers (OCAW).	October 1967
9	ACF Industries, - Carter Carburetor Division. Auto Workers (UAW)(Ind.).	June 1968
10	Bell Aerospace Corp., - Bell Helicopter Co. Auto Workers (UAW)(Ind.).	June 1969
11	The Budd Co. Auto Workers (UAW)(Ind.).	March 1968
12	Humble Oil and Refining Co., - Baton Rouge plant. Independent Industrial Workers' Union.	March 1969
13	FMC Corp., San Jose Division. Machinists (IAM).	March 1969
14	E.I. DuPont De Nemours and Co., Old Hickory plant. Old Hickory Employees Council (Ind.).	December 1969
15	Maryland Shipbuilding Co. Marine and Shipbuilding Workers (IUMSW).	August 1969
16	Metropolitan Edison Co. Electrical, International (IUE).	April 1968
17	Gulf Oil Corp. Oil, Chemical and Atomic Workers (OCAW).	December 1968
18	Armstrong Rubber Co. Rubber Workers (URW).	June 1970
19	The Cleveland Electric Illuminating Co. Utility Workers (UWU).	April 1968
20	General Telephone Co. of Michigan. Electrical, Brotherhood (IBEW).	May 1969
21	Campbell Soup Co. Meatcutters (MCBW).	March 1968
22	Union Carbide, - Nuclear Division. Oak Ridge National Laboratory Atomic Trades and Labor Council.	April 1968
23	General Motors Corp. Auto Workers (UAW) (Ind.).	September 1970
24	Mack Trucks. Auto Workers (UAW) (Ind.).	October 1967
25	New York Telephone Co. Telephone Traffic Union (Ind.).	January 1970
26	Time, Inc. Newspaper Guild (ANG).	December 1968

Clause number	Employer and Union	Expiration date
27	Lockheed Aircraft Corp. Machinists (IAM).	July 1968
28	Corning Glass Works. Glass Workers, Flint (AFGW).	March 1969
29	Collins Radio Co. Electrical, International (IUE).	April 1970
30	Westinghouse Electric Corp. Electrical, Brotherhood (IBEW).	November 1969
31	New York Shipbuilding Corp. Boilermakers (BBF).	Open end
32	Greyhound Lines, Inc., Western Division. Transit Union, Amalgamated (ATU).	February 1968
33	Koppers Co. Inc. Machinists (IAM).	October 1968
34	Aerojet General Corp. Machinists (IAM).	August 1968
35	Carrier Corp. Sheet Metal Workers (SMW).	October 1968
36	Bendix-Westinghouse Automotive Air Brake Co. Auto Workers (UAW)(Ind.).	July 1968
37	East Ohio Gas Co. Service Employees (SEIU).	June 1969
38	Dana Corp. Auto Workers (UAW)(Ind.).	November 1967
39	John B. Stetson Co. Hatters (HCMW).	November 1967
40	Laclede Steel Co. Steelworkers (USA).	September 1968
41	Atlantic City Electric Co. Electrical, Brotherhood (IBEW).	December 1969
42	New York Employing Printers Association. Printing Pressmen (IPPA).	April 1966
43	Dow Chemical Co. Mine, District 50 (UMW-50) (Ind.).	March 1968
44	Metropolitan Lithographers Association. Typographical Union (ITU).	April 1970
45	ITT World Communications, Inc. Communication Workers (CWA).	August 1969
46	Lockheed Aircraft Corp., Lockheed Aircraft Service Co. Machinists (IAM).	August 1968
47	Knitted Outerwear Manufacturers Association - Pennsylvania District. Garment Workers, Ladies (ILGWU).	June 1969
48	Chrysler Corp. Auto Workers (UAW)(Ind.).	September 1970
49	Atlantic & Gulf Coast Companies - Dry Cargo and Passengers. Masters, Mates and Pilots (MMP).	June 1969
50	Association of Motion Picture Producers, Inc. Directors Guild (DGA) (Ind.).	April 1968
51	National Electrical Contractors. Electrical, Brotherhood (IBEW).	June 1968
52	John Morrell and Co. Meatcutters (MCBW).	August 1970
53	General Dynamics. Engineers & Architects (Ind.).	December 1970
54	Illinois Bell Telephone Co. Electrical, Brotherhood (IBEW).	January 1970
55	Western Electric Co. Communication Workers (CWA).	March 1970

Clause number	Employer and Union	Expiration date
56	Lockheed Aircraft Corp. Engineers and Scientists Guild (Ind.).	October 1968
57	California Processors and Growers, Inc. Teamsters (IBT) (Ind.).	February 1970
58	General Dynamics. Machinists (IAM).	October 1970
59	New York Telephone Co. Telephone Traffic Union Upstate New York (Ind.).	January 1970
60	Avco Corp. Steelworkers (USA).	April 1969
61	Publix Shirt Corp. Clothing Workers (ACWA).	August 1969
62	Photoengravers Board of Trade of New York, Inc. Lithographers and Photoengravers (LPIU).	January 1970
63	The Heil Co. Steelworkers (USA).	April 1969
64	Campbell Soup Co. Teamsters (IBT) (Ind.).	May 1968
65	Lithographers Association of Philadelphia and Independent Companies. Lithographers and Photoengravers (LPIU).	April 1969
66	D.C. Transit System, Inc. Transit Union, Amalgamated (ATU).	October 1969
67	R.H. Macy and Co., Inc. Retail, Wholesale and Department Store Union (RWDSU).	January 1968
68	Hughes Aircraft Co. Machinists (IAM).	October 1969
69	American Motors Corp. Auto Workers (UAW) (Ind.).	October 1967
70	Publishers Association of New York City. Newspaper and Mail Deliverers (NMD) (Ind.).	March 1970
71	A.O. Smith Corp. Directly Affiliated Local Union.	July 1968
72	Virginia Electrical Power Co. Electrical, Brotherhood (IBEW).	March 1970
73	General Telephone Co. of California. Communication Workers (CWA).	March 1970
74	Allied Chemical Corp.-Nitrogen Division. Mine, District 50 (UMW-50) (Ind.).	January 1968
75	Rochester Telephone Co. Communications Workers (CWA).	March 1970
76	United States Steel Corp. - American Bridge Division. Steelworkers (USA).	July 1968
77	Avco Corp. - Ordnance Division. Electrical, Brotherhood (IBEW).	September 1969
78	Corn Products Co. Oil, Chemical and Atomic Workers (OCAW).	June 1968
79	Eastern Stainless Steel Corp. Steelworkers (USA).	July 1968
80	Continental Can Co., Inc. Steelworkers (USA).	January 1968
81	New York Retail Druggist Association and others. Retail, Wholesale and Department Store Union (RWDSU).	September 1968
82	Kirsch Co. Auto Workers (UAW) (Ind.).	June 1968
83	Wisconsin Public Service Corp. Engineers, Operating (IUOE).	October 1968
84	Whirlpool Corp. Electrical, International (IUE).	October 1967

Clause number	Employer and Union	Expiration date
85	Potlatch Forests, Inc. Woodworkers (IWA).	May 1969
86	Lockheed Aircraft Corp. - Los Angeles County. Machinists (IAM).	July 1968
87	Illinois Bell Telephone Co. Electrical, Brotherhood (IBEW).	October 1969
88	Goodyear Aerospace Corp. Auto Workers (UAW)(Ind.).	August 1970
89	Niagara Mohawk Power Corp. Electrical, Brotherhood (IBEW).	May 1968
90	Shell Oil Co., Inc. Oil, Chemical and Atomic Workers (OCAW).	December 1968
91	Clark Equipment Co. Industrial Workers, Allied (AIW).	April 1968
92	The Maytag Co. Auto Workers (UAW) (Ind.).	November 1967
93	Standard Screw Co. - Chicago Division. Auto Workers (UAW) (Ind.).	April 1968
94	Kelsey - Hayes Co. - Utica Turbine Parts Division. Machinists (IAM).	August 1968
95	SKF Industries, Inc. Steelworkers (USA).	March 1969
96	Boston Daily Newspapers. Typographical Union (ITU).	December 1969
97	McLouth Steel Corp. Steelworkers (USA).	July 1968
98	National Broadcasting Co. Broadcast Employees and Technicians (NABET).	March 1970
99	The Detroit Edison Co. Utility Workers (UWU).	June 1969
100	Wisconsin Electric Power Co. Electrical, Brotherhood (IBEW).	June 1969
101	Atlantic and Gulf Coast Carriers. Masters, Mates and Pilots (MMP).	June 1969
102	General Mills, Inc. Grain Millers (AFGM).	March 1969
103	Continental Steel Corp. Steelworkers (USA).	August 1968
104	Santa Barbara Restaurant Association, Ventura County Restaurant Owners Association. Hotel and Restaurant Employees (HREU).	March 1968
105	Todd Shipyards Corp. Marine and Shipbuilding Workers (IUMSW).	July 1968
106	Koppers Company, Inc. - Metal Products Division. Machinists (IAM).	October 1968
107	Printing Industries of Philadelphia. Typographical Union (ITU).	February 1968
108	Outboard Marine Corp. - Evinrude Motor Division. Steelworkers (USA).	March 1968
109	Mountain States Telephone and Telegraph Co.- Traffic Department. Communications Workers (CWA).	November 1969
110	Lockheed Aircraft Co. Machinists (IAM).	July 1968
111	White Motor Co. - White Truck Division. Auto Workers (UAW) (Ind.).	March 1968
112	Western Union Telegraph Co. Telegraphers' (CTU).	May 1968
113	Pullman, Inc. - Pullman Standard Division. Railway Carmen (BRC).	May 1969

Clause number	Employer and Union	Expiration date
114	Chase Copper and Brass Co. Auto Workers (UAW) (Ind.).	May 1968
115	Pacific Telegraph and Telephone Co. Electrical, Brotherhood (IBEW).	October 1969
116	Marlin Rockwell Corp. Auto Workers (UAW) (Ind.).	October 1968
117	P. Lorillard Co. Tobacco Workers (TWIU).	December 1967
118	Pacific Maritime Association. Longshoremen's and Warehousemen's (ILWU) (Ind.).	June 1971
119	West Penn Power Co. Utility Workers (UWU).	April 1968
120	Hughes Tool Co. Steelworkers (USA).	September 1968

NOTE: All unions are affiliated with the AFL-CIO except those followed by (Ind.).

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